

Exhibit “A”

Lease

**BASIC LEASE INFORMATION
OFFICE NET**

LEASE DATE: May 8, 2020

TENANT: **ROBINHOOD MARKETS, INC.,
a Delaware corporation**

**TENANT'S NOTICE ADDRESS PRIOR TO
TERM COMMENCEMENT DATE:** Robinhood Markets, Inc.
80 Willow Road
Menlo Park, CA 94025
Attn: Archit Shah,
General Counsel

**TENANT'S NOTICE ADDRESS ON AND
AFTER TERM COMMENCEMENT DATE:** Robinhood Markets, Inc.
80 Willow Road
Menlo Park, CA 94025
Attn: Archit Shah,
General Counsel

TENANT'S BILLING ADDRESS: Robinhood Markets, Inc.
80 Willow Road
Menlo Park, CA 94025
Attn: Archit Shah,
General Counsel

LANDLORD: **68 WILLOW OWNER, LLC,
a Delaware limited liability company**

**LANDLORD'S NOTICE AND RENT
PAYMENT ADDRESS:** 68 Willow Owner, LLC
801 Hamilton Street
Redwood City, California 94063
Attn: Michael Halow
Email address: michael@premiallc.com

Building Description: 68 Willow Road, Menlo Park, California

Premises: The Building containing approximately **27,500** rentable square feet located at 68 Willow Road, Menlo Park, California plus the areas exterior to the Building in the Project as depicted on **Exhibit B**.

Permitted Use: The Premises may be used and occupied for general business office and administrative use, research and development, and other related legal uses and for no other use or purpose.

**Term, Delivery Date, Term Commencement
Date & Term Expiration Date:** **"Term":** The period commencing on the Term Commencement Date (defined below) and, unless terminated earlier in accordance with this Lease, ending on February 28, 2026 (the **"Term Expiration Date"**). The **"Term Commencement Date"** shall mean one hundred twenty (120) days following the date that Landlord delivers (and Tenant accepts delivery of) the Premises to Tenant (the **"Delivery Date"**). Notwithstanding anything to the contrary, Landlord

agrees that the Premises shall be available for delivery as of the date Landlord obtains legal and physical possession of the Premises from the previous tenant (the “**Scheduled Delivery Date**”), but that Tenant shall not be required to accept delivery of the Premises by Landlord prior to June 15, 2020, provided that the Delivery Date may be prior to such date (if Tenant agrees in writing to accept delivery thereof at Tenant’s election, in Tenant’s sole discretion).

Rent:

Base Rent:

Period of Term	Monthly Rate Per Square Foot	Monthly Base Rent
Month 1 – Month 12*	\$7.25	\$199,374.96*
Month 13 – Month 24	\$7.40	\$203,499.96
Month 25 – Month 36	\$7.55	\$207,624.96
Month 37 – Month 48	\$7.70	\$211,749.96
Month 49 – Month 60	\$7.85	\$215,874.96
Month 61 – February 28, 2026	\$8.01	\$220,275.00

*Base Rent for the first three (3) full calendar months of the initial Term is subject to abatement as more particularly described in Paragraph 6.C of this Lease.

Estimated First Year Operating Expenses:

\$43,000.00 per month

Security Deposit:

\$1,196,250.00 subject to reduction as set forth in Article 20 of this Lease.

Tenant’s Proportionate Share:

100%

Parking:

The exclusive use of all the parking spaces servicing the Project.

Tenant’s Broker:

Newmark Knight Frank

Landlord’s Broker:

CBRE, Inc.

The foregoing Basic Lease Information is incorporated into and made a part of this Lease. Each reference in this Lease to any of the Basic Lease Information shall mean the respective information above and shall be construed to incorporate all of the terms provided under the particular Lease paragraph pertaining to such information. In the event of any conflict between the Basic Lease Information and the Lease, the latter shall control.

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TABLE OF CONTENTS

	Page
Basic Lease Information	1
Table of Contents.....	2
1. Premises.....	4
2. Possession and Lease Commencement.....	4
3. Term	5
4. Use.....	5
5. Rules and Regulations	7
6. Rent.....	8
7. Operating Expenses	8
8. Insurance and Indemnification	12
9. Waiver of Subrogation	13
10. Landlord's Repair and Maintenance.....	14
11. Tenant's Repairs and Maintenance	15
12. Alterations.....	16
13. Signs.....	17
14. Inspection/Posting Notices	18
15. Services and Utilities	18
16. Subordination	19
17. Financial Statements	20
18. Estoppel Certificate.....	20
19. Security Deposit	20
20. Limitation of Tenant's Remedies	21
21. Assignment and Subletting	21
22. Authority	22
23. Condemnation.....	23
24. Casualty Damage.....	23
25. Holding Over.....	25
26. Default	25
27. Liens.....	28
28. Intentionally Deleted	29
29. Transfers by Landlord.....	29
30. Right of Landlord to Perform Tenant's Covenants	29
31. Waiver	29
32. Notices	29
33. Attorney's Fees	30
34. Successors and Assigns.....	30
35. Force Majeure.....	30
36. Surrender of Premises.....	30
37. Parking	31
38. Miscellaneous.....	31
39. Additional Provisions	33
40. Jury Trial Waiver.....	34
41. Roof Space for Dish/Antenna	35
42. Tenant's Security System.....	36

Exhibits:

Exhibit A.....	Rules and Regulations
Exhibit B.....	Outline and Location of Premises
Exhibit C.....	Work Letter
Exhibit D.....	Form of Subordination, Nondisturbance and Attornment Agreement

LEASE

THIS LEASE (the “**Lease**”) is made as of May 8, 2020, by and between **68 WILLOW OWNER, LLC, a Delaware limited liability company (“Landlord”)** and **ROBINHOOD MARKETS, INC., a Delaware corporation (“Tenant”)**.

1. PREMISES

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions hereinafter set forth, those premises (the “**Premises**”) outlined on **Exhibit B** and described in the Basic Lease Information. The Premises shall consist of all of the building (the “**Building**”) and the remainder of the Project (as defined herein). The term “**Project**” refers to the structure in which the Premises are located and the common areas (parking lots, sidewalks, landscaping, etc.) appurtenant thereto and including that certain real property described on **Exhibit B** hereto.

2. POSSESSION AND LEASE COMMENCEMENT

A. The term commencement date (“**Term Commencement Date**”) shall be the date set forth in the Basic Lease Information. Tenant acknowledges that, except for Landlord’s express warranties and representations set forth in this Lease (and the Landlord Work to be completed), Tenant has inspected and accepts the Premises in their present condition, “as is,” and as suitable for, the Permitted Use, and for Tenant’s intended operations in the Premises. Tenant agrees that, subject to completion of the Landlord Work and correction of any Latent Defects in accordance with Article 10 of this Lease (as defined in Article 10 below), the Premises and other improvements are in good and satisfactory condition as of when possession was taken. Tenant further acknowledges that no representations as to the condition or repair of the Premises and/or Building nor promises to alter, remodel or improve the Premises and/or Building have been made by Landlord or any agents of Landlord unless such are expressly set forth in this Lease. However, notwithstanding the foregoing, Landlord agrees that (i) the base Building roof, central electrical, heating, ventilation and air conditioning system (excluding the distribution (e.g., ducting and VAV boxes) thereof and the portion of the HVAC system included in Initial Alterations) and plumbing systems located in the Premises shall be in good working order as of the date Landlord delivers possession of the Premises to Tenant, and (ii) it shall make commercially reasonable efforts to complete, at Landlord’s sole cost (and not as a part of Operating Expenses) substantially complete the work set forth on Schedule 1 hereto (the “**Landlord Work**”) by the later of the Term Commencement Date (excepting only minor punchlist items which do not interfere with, prevent or delay in any material respect Tenant’s ability to perform the Initial Alterations or to access or use or occupy the Premises (or the applicable portion thereof)) and the date Tenant completes the Initial Alterations. Subject to compliance with Regulations and events of Force Majeure, Landlord shall use commercially reasonable efforts to timely perform and substantially complete the Landlord Work. Except to the extent caused by the acts or omissions of Tenant or any Tenant’s Parties (defined below in Paragraph 4.A) or by any alterations or improvements performed by or on behalf of Tenant, if such systems fail to be in good working order on or after of the date possession of the Premises is delivered to Tenant and Tenant provides Landlord with notice of the same within two hundred forty (240) days following the Term Commencement Date, Landlord shall be responsible for repairing or restoring the same at Landlord’s sole cost and expense (and not as a part of Operating Expenses).

B. Tenant agrees that in the event of the inability of Landlord to deliver possession of the Premises on the Scheduled Delivery Date set forth in the Basic Lease Information for any reason, Landlord shall not be liable for any damage resulting from such inability, and, except as expressly set forth below in this Paragraph 2.B, no such failure to give possession on the Scheduled Delivery Date shall affect the other obligations of Tenant under this Lease; provided, however, except to the extent such delay is the result of a Tenant Delay (as defined below), the Term Commencement Date shall not occur until the date which is one hundred twenty (120) days following the actual Delivery Date. If any delay prior to the Delivery Date is the result of a Tenant Delay, the deemed actual Delivery Date shall be accelerated by the number of days of such Tenant Delay. If Landlord fails to be ready, willing and able to deliver possession of the Premises on or before the date that is one hundred forty (140) days following the date this Lease is fully executed and delivered by the parties and Tenant tenders to Landlord all prepaid rents and the Security Deposit (the “**Outside Delivery Date**”), Tenant shall have the right to terminate this Lease so long as Tenant gives Landlord written notice of such termination no later than ten (10) days following the earlier of: (a) the date Landlord tenders possession of the Premises to Tenant, and (b) Outside Delivery Date, whereupon this Lease shall terminate, and neither party shall have any further rights or obligations hereunder (other than those expressly intended to survive the expiration thereof). Landlord and Tenant acknowledge and agree that: (i) the determination of the Outside Delivery Date shall take into consideration the effect of any Tenant Delays (defined below); and (ii) the Outside Delivery Date shall be postponed by the number of days the Outside Delivery Date is delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, pandemic conditions, civil disturbances and other causes beyond the reasonable control of Landlord, provided that the delay caused by the terms of this clause (ii) shall not exceed one hundred

eighty (180) days. In addition, in the event of any Landlord Delay (as defined below), the Term Commencement Date shall be extended for a period equivalent to such Landlord Delay. “**Tenant Delay**” means any delay which actually delays Landlord in the completion of the Landlord Work and/or in the delivery of the Premises to Tenant which is a result of or arises in connection with: (a) Tenant accessing the Premises during the performance of Landlord’s Work, and (b) the act, negligence or willful misconduct of Tenant, or Tenant’s employees, contractors or agents, or their respective contractors or vendors; provided that no such delay shall constitute a Tenant Delay unless Landlord notifies Tenant (which notice may be via email to Tenant’s construction representatives (as set forth in Section 8 of **Exhibit C** to this Lease) within three (3) business days after Landlord has actual knowledge of such delay (but if Landlord fails to so notify Tenant within any such three (3) business day period, such delay shall nevertheless be deemed a Tenant Delay from and after the date that Landlord so notifies Tenant of such Tenant Delay). “**Landlord Delay**” means any delay (including in connection with any required remediation pursuant to Paragraph 4.D of this Lease or Section 4 of **Exhibit C** to this Lease and on Landlord’s performance of the Landlord Work) which actually delays Tenant in the performance of the Initial Alterations or in Tenant’s initial occupancy of any portion of the Premises for the Permitted Uses, or prevents Tenant from using any portion of the Premises for the Permitted Uses, in each case by reason of any act or omission of any nature of Landlord, its employees, agents or contractors, including, without limitation, (a) delays by Landlord in the timely giving of authorizations or approvals if expressly required hereunder, or (b) Landlord’s failure timely and/or properly make repairs which Landlord is obligated to perform pursuant to the express terms and conditions of this Lease, or (c) any violation of applicable laws which results in Tenant’s failure to obtain governmental permits for the Initial Alterations; provided that no such delay shall constitute a Landlord Delay unless Tenant notifies Landlord of such delay (which notice may be via email to Landlord’s construction representative as set forth in Section 8 of **Exhibit C** to this Lease), and such delay shall be deemed a Landlord Delay from and after the date that Tenant so notifies Landlord of such Landlord Delay. Landlord and Tenant shall work together reasonably and in good faith in order to coordinate the construction of the Landlord Work concurrently with the construction of the Initial Alterations. Each party shall use commercially reasonable efforts to minimize any unnecessary interference with the other during such simultaneous construction.

C. [INTENTIONALLY OMITTED]

D. Subject to the terms of this Paragraph 2.D and provided that this Lease has been fully executed by all parties and Tenant has delivered the Base Rent for the first month in which Base Rent is due hereunder, the Security Deposit, and insurance certificates required hereunder, Landlord grants Tenant the right to enter the Premises beginning on Scheduled Delivery Date, at Tenant’s sole risk, for the purpose of performing the Initial Alterations (as defined in **Exhibit C** attached hereto) and installing telecommunications and data cabling, equipment, furnishings and other personalty. Such possession prior to the Term Commencement Date shall be subject to all of the terms and conditions of this Lease, except that Tenant shall not be required to pay Base Rent or Tenant’s Proportionate Share of Operating Expenses with respect to the period of time prior to the Term Commencement Date. However, Tenant shall be liable for any utilities or special services provided to Tenant during such period.

E. Upon Landlord’s request, Tenant shall promptly execute and return to Landlord a “Start-Up Letter” in which Tenant shall agree, among other things, to acceptance of the Premises and to the determination of the Term Commencement Date, in accordance with the terms of this Lease, but Tenant’s failure or refusal to do so shall not negate Tenant’s acceptance of the Premises or affect determination of the Term Commencement Date.

3. TERM

The term of this Lease (the “**Term**”) shall commence on the Term Commencement Date and continue in full force and effect for the period specified as the Term in the Basic Lease Information or until this Lease is terminated as otherwise provided herein.

4. USE

A. General. Tenant shall use the Premises, if at all for the permitted use specified in the Basic Lease Information (“**Permitted Use**”) and for no other use or purpose. Tenant and Tenant’s employees, agents, customers, visitors, invitees, licensees, contractors, assignees and subtenants (collectively, “**Tenant’s Parties**”) shall have the exclusive right to use the parking areas, driveways and other common areas of the Building and Project, subject to the terms of this Lease and such Rules and Regulations as Landlord may from time to time prescribe (subject to the terms of Paragraph 5 of this Lease); provided, however, that Tenant acknowledges and agrees that Landlord shall in no event be obligated or required to monitor or secure the areas exterior to the Building.

B. Limitations. Tenant shall, promptly and at Tenant’s sole cost and expense, resolve any matters that arise

from any unreasonable and offensive odors, smoke, dust, gas, substances, noise or vibrations that emanate from the Project and that are caused by Tenant and/or any Tenant Party. Tenant shall not use or allow the Premises to be used for any unlawful purpose or any purposes in violation of any restrictions recorded against the Project (subject to the terms and conditions contained in Paragraph 4.C below). Tenant shall not commit or suffer the commission of any waste in, on or about the Premises. Tenant shall not allow any sale by auction upon the Premises, or place any loads upon the floors, walls or ceilings which could endanger the structure, or place any harmful substances in the drainage system of the Building. Tenant shall not bring upon the Premises or any portion of the Building or use the Premises or permit the Premises or any portion thereof to be used for the growing, manufacturing, administration, distribution (including without limitation, any retail sales), possession, use and/or consumption (except to the extent permitted by applicable laws) of any cannabis, marijuana or cannabinoid product or compound, regardless of the legality or illegality of the same. No waste, materials or refuse shall be dumped upon or permitted to remain outside the Premises

C. Compliance with Regulations. By entering the Premises, subject to the completion of the Landlord Work, and subject to Latent Defects and Landlord's express warranties contained in Paragraph 2.A above, Tenant accepts the Premises in the condition existing as of the date of such entry. Subject to the terms and conditions in this Lease, Tenant shall at its sole cost and expense comply with all existing or future applicable municipal, state and federal and other governmental statutes, rules, requirements, regulations, laws and ordinances, including zoning ordinances and regulations, and covenants, easements and restrictions of record governing and relating to the use, occupancy or possession of the Premises, to Tenant's use of the common areas, or to the use, storage, generation or disposal of Hazardous Materials (hereinafter defined) (collectively "**Regulations**"). Notwithstanding anything to the contrary in this Lease, without Tenant's prior written consent (in its sole discretion), Landlord shall not cause, consent to, or approve any covenants, conditions, restrictions and/or easements that result in a material increase in Tenant's obligations under this Lease, a decrease in Tenant's rights under this Lease or a decrease in Landlord's obligations under this Lease (in each case, other than to a de minimis extent). Further, except otherwise specifically required by applicable laws, ordinances and statutes, Landlord shall not have the right to affect the size, useful area, configuration, location or dimensions of the Premises (except in an immaterial way) without Tenant's prior written approval (in Tenant's sole discretion). Tenant shall at its sole cost and expense obtain any and all licenses or permits necessary for Tenant's use of the Premises. Tenant shall at its sole cost and expense promptly comply with the requirements of any board of fire underwriters or other similar body now or hereafter constituted. Tenant shall not do or permit anything to be done in, on, under or about the Building or bring or keep anything which will in any way increase the rate of any insurance upon the Premises or Building or upon any contents therein (unless Tenant agrees to pay such increased amount) or cause a cancellation of said insurance or otherwise adversely affect said insurance in any material manner. Subject to Paragraphs 4.D, 8, 9, and 10 and except to the extent of the negligence or willful misconduct of Landlord or its agents, contractors, licensees or employees ("**Landlord Parties**") acting in connection with or with respect to operations at the Premises, Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect and hold Landlord harmless from and against any loss, cost, expense, damage, attorneys' fees or liability claimed by a third party arising out of the failure of Tenant to comply with any Regulation. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Lease.

D. Hazardous Materials. As used in this Lease, "**Hazardous Materials**" shall include, but not be limited to, hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any Regulation. Tenant shall not cause, or allow any of Tenant's Parties to cause, any Hazardous Materials to be handled, used, generated, stored, released or disposed of in, on, under or about the Premises, the Building or surrounding land or environment in violation of any Regulations. Tenant must obtain Landlord's written consent prior to the introduction of any Hazardous Materials to the Building. Notwithstanding the foregoing, Tenant may handle, store, use and dispose of products containing small quantities of Hazardous Materials for "general office purposes" (such as toner for copiers) to the extent customary and necessary for the Permitted Use of the Premises; provided that Tenant shall always handle, store, use, and dispose of any such Hazardous Materials in a safe and lawful manner and never allow such Hazardous Materials to contaminate the Premises or Building or surrounding land or environment. Tenant shall immediately notify Landlord in writing of any Hazardous Materials' contamination of any portion of the Building of which Tenant becomes aware, whether or not caused by Tenant. Landlord shall have the right at all reasonable times and if Landlord determines in good faith that Tenant may not be in compliance with this Paragraph 4.D to inspect the Premises and to conduct tests and investigations to determine whether Tenant is in compliance with the foregoing provisions. If Tenant is not in material compliance with this Paragraph 4.D and as a result of such noncompliance, Landlord reasonably believes that Hazardous Materials may be located on the Premises in material violation of any Regulations or this Lease, the costs of such reasonable inspections, tests and investigations regarding the existence of such Hazardous Materials shall be borne by Tenant. Except to the extent of the negligence or willful misconduct of Landlord or any Landlord Parties, Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord, of which counsel reasonably engaged by Tenant's insurance company shall be considered reasonably acceptable), protect and hold Landlord and the Landlord Indemnities (as defined in Paragraph 8.B. below) harmless from and against any and all claims, liabilities, losses, costs, loss

of rents, liens, damages, injuries or expenses (including attorneys' and consultants' fees and court costs), demands, causes of action, or judgments directly or indirectly arising out of or related to claims by third parties regarding the use, generation, storage, release, or disposal of Hazardous Materials by Tenant or any of Tenant's Parties in, on, under or about the Premises or the Building or surrounding land or environment, which indemnity shall include, without limitation, damages for personal or bodily injury, property damage, damage to the environment or natural resources occurring on or off the Premises, the cost of any investigation, monitoring, government oversight, repair, removal, remediation, restoration, abatement, and disposal, and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the expiration or earlier termination of this Lease. Neither the consent by Landlord to the use, generation, storage, release or disposal of Hazardous Materials nor the strict compliance by Tenant with Environmental Laws (as defined below) shall excuse Tenant from Tenant's obligation of indemnification pursuant to and in accordance with the terms and conditions of this Paragraph 4.D.

For purposes of this Lease, "**Environmental Laws**" shall mean means any federal, state or local laws, ordinances, regulations or policies relating to the environment, health and safety, and Hazardous Materials (including the use, handling, transportation, production, disposal, discharge or storage thereof) or to industrial hygiene or the environmental conditions on, under or about the Project, including soil, groundwater and indoor and ambient air conditions.

As of the date hereof, to Landlord's actual knowledge, Landlord has not received written notice from any governmental agencies that the Building is in violation of Regulations. Further, Landlord represents that Landlord has no actual knowledge of any Hazardous Materials present in the Building in amounts and conditions which are in violation of applicable Environmental Laws. For purposes of this Section, "Landlord's actual knowledge" and "knowledge" shall be deemed to mean and limited to the current actual knowledge of Mike Halow at the time of execution of this Lease and not any implied, imputed, or constructive knowledge of said individual or of Landlord or any Landlord of Landlord's agents, employees or related entities and without any independent investigation or inquiry having been made or any implied duty to investigate or make any inquiries; it being understood and agreed that such individual shall have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby.

To the extent of the payment of proceeds under Landlord's Environmental Insurance (as defined below), including any deductibles (or, in the event that Landlord fails to maintain throughout the Term of this Lease substantially the same environmental insurance coverage (to the extent commercially reasonably available) on the Project that Landlord has in effect on the date of this Lease ("**Landlord's Environmental Insurance**"), the proceeds that would have been paid if Landlord did carry Landlord's Environmental Insurance), Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant, of which counsel engaged by Landlord's insurance company shall be considered reasonably acceptable), protect and hold Tenant and its employees, directors, lenders, managers, contractors, agents, affiliates, members, and officers harmless from and against any and all claims, liabilities, losses, costs, loss of rents, liens, damages, injuries or expenses (including attorneys' and consultants' fees and court costs), demands, causes of action, or judgments directly or indirectly arising out of or related to claims by third parties regarding the use, generation, storage, release, or disposal of Hazardous Materials in violation of Environmental Laws in, on, under or about the Premises prior to the date Landlord tenders possession of the Premises to Tenant or otherwise caused by Landlord and/or any Landlord Party acting in connection with or with respect to operations at the Premises, and further except to the extent such Hazardous Materials are present as a result of acts or negligent omissions of Tenant or Tenant's Parties, which indemnity shall include, without limitation, damages for personal or bodily injury, property damage, damage to the environment or natural resources occurring on or off the Premises, the cost of any investigation, monitoring, government oversight, repair, removal, remediation, restoration, abatement, and disposal, and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the expiration or earlier termination of this Lease (provided that Landlord's indemnity obligation set forth in this paragraph shall be limited to the extent claims are paid under Landlord's Environmental Insurance). Landlord hereby agrees to make a claim on the Landlord's Environmental Insurance if such claim would reasonably cover Landlord's indemnification obligation of Tenant set forth in this paragraph. In the Each party's obligations pursuant to the foregoing indemnities contained in this Paragraph 4.D shall survive the expiration or earlier termination of this Lease.

5. RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the building Rules and Regulations attached hereto as **Exhibit A**, and any other Rules and Regulations and any modifications or additions thereto which Landlord may from time to time prescribe in writing for the purpose of maintaining the proper care, cleanliness, safety, traffic flow and general order of the Premises or the Building upon at least thirty (30) days' prior written notice to Tenant (collectively, the "**Rules and Regulations**") provided the same are not adopted or enforced in a manner that is unreasonable or discriminatory against Tenant or any other of its agents, employees, contractors or invitees, and provided that none of the Rules and Regulations results in an increase in Tenant's obligations under this Lease, a decrease in Tenant's rights under this Lease or a decrease in Landlord's obligations

under this Lease (in each case, other than to a de minimis extent). Tenant shall use commercially reasonable efforts to cause Tenant's Parties to comply with such Rules and Regulations, and shall cause Tenant's Parties to cease any violations of such Rules and Regulations within thirty (30) days of written notice from Landlord. In case of any conflict or inconsistency between the provisions of this Lease and of any of the Rules and Regulations as originally or as hereafter adopted, the provisions of this Lease shall control.

6. RENT

A. Base Rent. Tenant shall pay to Landlord and Landlord shall receive, without notice or demand throughout the Term, Base Rent as specified in the Basic Lease Information, payable in monthly installments in advance on or before the first day of each calendar month, in lawful money of the United States, without deduction or offset whatsoever, at the Remittance Address specified in the Basic Lease Information or to such other place as Landlord may from time to time designate in writing with at least ten (10) days' prior notice. Base Rent for the first full month of the Term shall be paid by Tenant upon Tenant's execution of this Lease. If the obligation for payment of Base Rent commences on a day other than the first day of a month, then Base Rent shall be prorated and the prorated installment shall be paid on the first day of the calendar month next succeeding the Term Commencement Date. The Base Rent payable by Tenant hereunder is subject to adjustment as provided elsewhere in this Lease, as applicable. As used herein, the term "Base Rent" shall mean the Base Rent specified in the Basic Lease Information as it may be so adjusted from time to time. In the event of any inconsistency between the Rent Schedule set forth in the Basic Lease Information and the length of the Term set forth in the Basic Lease Information and the Lease, the length of Term set forth in the Basic Lease Information and the Lease shall prevail.

B. Additional Rent. All monies other than Base Rent required to be paid by Tenant hereunder, including, but not limited to, Tenant's Proportionate Share of Operating Expenses, as specified in Paragraph 7 of this Lease, charges to be paid by Tenant under Paragraph 15, the interest and late charge described in Paragraphs 26.D. and E., and any monies spent by Landlord pursuant to Paragraph 30, shall be considered additional rent ("Additional Rent"). "Rent" shall mean Base Rent and Additional Rent.

C. Abated Base Rent. Tenant shall be entitled to an abatement of Base Rent with respect to the Premises, as originally described in this Lease, in the amount of \$199,374.96 per month for the first three (3) full calendar months of the initial Term. The maximum total amount of Base Rent abated with respect to the Premises in accordance with the foregoing shall equal \$598,124.88 (the "Abated Base Rent"). Only Base Rent shall be abated pursuant to this Paragraph 6.C, as more particularly described herein, and Tenant's Proportionate Share of Operating Expenses and all other rent and other costs and charges specified in this Lease shall remain as due and payable pursuant to the provisions of this Lease.

7. OPERATING EXPENSES

A. Operating Expenses. In addition to the Base Rent required to be paid hereunder, beginning on the Term Commencement Date, Tenant shall pay as Additional Rent, Tenant's Proportionate Share of Operating Expenses (defined below) in the manner set forth below. "Operating Expenses" shall mean all expenses and costs of every kind and nature which Landlord shall pay or become obligated to pay, because of or in connection with the ownership, management, maintenance, repair, preservation, replacement and operation of the Project and its supporting facilities other than those expenses and costs which are specifically attributable to Tenant or which are expressly made the financial responsibility of Landlord pursuant to this Lease. Landlord agrees to act in a commercially reasonable manner in incurring Operating Expenses, taking into consideration the class and the quality of the Project. Operating Expenses shall include, but are not limited to, the following:

(1) Taxes. All real property taxes and assessments, possessory interest taxes, sales taxes, personal property taxes, business or license taxes or fees, gross receipts taxes, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, transit charges, and other impositions, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind (including fees "in-lieu" of any such tax or assessment) which are now or hereafter assessed, levied, charged, confirmed, or imposed by any public authority upon the Project, its operations or the Rent (or any portion or component thereof), or any tax, assessment or fee imposed in substitution, partially or totally, of any of the above. Operating Expenses shall also include any taxes, assessments, reassessments, or other fees or impositions with respect to the development, leasing, management, maintenance, alteration, repair, use or occupancy of the Premises or Building or any portion thereof, including, without limitation, by or for Tenant, and all increases therein or reassessments thereof whether the increases or reassessments result from increased rate and/or valuation (whether upon a transfer of the Building or any portion thereof or any interest therein or for any other reason). Operating Expenses shall not include franchise, inheritance, capital stock taxes or estate taxes imposed upon or assessed against the interest of any person in the Project, or taxes computed upon the

basis of the net income of any owners of any interest in the Project. If it shall not be lawful for Tenant to reimburse Landlord for all or any part of such taxes, the monthly rental payable to Landlord under this Lease shall be revised to net Landlord the same net rental after imposition of any such taxes by Landlord as would have been payable to Landlord prior to the payment of any such taxes.

(2) Insurance. All insurance premiums and costs, including, but not limited to, any deductible amounts, premiums and other costs of insurance incurred by Landlord, including for the insurance coverage set forth in Paragraph 8.A. herein.

(3) Common Area Maintenance.

(a) Repairs, replacements, and general maintenance of and for the Building and public and common areas and facilities of and comprising the Project, including, but not limited to, the roof and roof membrane (but not the replacement of structural elements of the roof), windows, restrooms, conference rooms, lobbies, mezzanines, balconies, mechanical rooms, building exteriors, alarm systems, pest extermination, landscaped areas, parking and service areas, driveways, sidewalks, loading areas, fire sprinkler systems, sanitary and storm sewer lines, utility services, heating/ventilation/air conditioning systems, electrical, mechanical or other systems, telephone equipment and wiring servicing, plumbing, lighting, and any other items or areas which affect the operation or appearance of the Project, which determination shall be at Landlord's discretion, except for those items to the extent paid for by the proceeds of insurance.

(b) Repairs, replacements, and general maintenance shall include the cost of capital improvements or other capital costs incurred in connection with the Project (A) which are intended to effect economies or efficiencies in the operation or maintenance of the Project, or any portion thereof, or to reduce current or future Operating Expenses, or to enhance the safety or security of the Project or its occupants during the Term of this Lease, (B) that are required to comply with present or anticipated legally required conservation programs, or (C) that are required under any governmental law or regulation; provided, however, that any such costs or allocable portions thereof shall be amortized over a period of their useful life substantially in accordance with generally accepted accounting principles, together with Landlord's actual, commercially reasonable, out-of-pocket financing charges, if any (which charges do not include an additional interest component).

(c) Payment under or for any easement, license, permit, operating agreement, declaration, restrictive covenant or instrument relating to the Project.

(d) All expenses and rental related to services and costs of supplies, materials and equipment used in operating, managing and maintaining the Premises and Building, the equipment therein and the adjacent sidewalks, driveways, parking and service areas, including, without limitation, expenses related to service agreements regarding security, fire and other alarm systems, janitorial services, window cleaning, Building exterior maintenance, landscaping and expenses related to the administration, management and operation of the Building, including without limitation salaries, wages and benefits for employees to the extent such employees dedicate their time to the management of the Project.

(e) The cost of supplying any services and utilities which benefit all or a portion of the Premises or Building, including without limitation services and utilities provided pursuant to Paragraph 15 hereof.

(f) Legal expenses and the cost of audits by certified public accountants; provided, however, that legal expenses chargeable as Operating Expenses shall not include the cost of negotiating leases, collecting rents, evicting tenants nor shall it include (i) costs incurred in legal proceedings with or against any tenant or to enforce the provisions of any lease, or (ii) legal expenses incurred solely in connection with the operation of the business entity which constitutes "Landlord" (as opposed to the costs arising in connection with the Project).

(g) A management and accounting cost recovery fee; provided, however, the management fee shall not exceed three percent (3%) of the Base Rent for the Building (inclusive of any abated rents) for such period.

Notwithstanding anything to the contrary, Operating Expenses shall not include the cost of the initial construction cost of the Building, or debt service on any mortgage or deed of trust recorded with respect to the Project other than pursuant to Paragraph 7.A(3)(b) above.

Notwithstanding the foregoing or any other provision of this Lease to the contrary, Operating Expenses shall not include the following: (1) costs incurred in connection with the original construction of the Building or the Project or other costs which could properly be capitalized under generally accepted accounting principles (as reasonably determined by Landlord) except as otherwise expressly provided in Paragraph 7.A(3)(b); (2) costs of correcting defects in the original design or construction of the Building or the Project; (3) interest and principal payments or other amortization or depreciation charges on the Project or the Building (including without limitation the Building systems and equipment) or Project or the indebtedness of Landlord; (4) all voluntary contributions to any political or charitable persons or entities; (5) advertising, marketing and promotion costs; (6) costs associated with the operation of the corporation or other entity which constitutes the Landlord, as distinguished from costs of operation of the Building and the Project; (7) reserves; (8) costs incurred to investigate, remove, remediate, or respond to any claim related to Hazardous Materials existing in or about the Building or Project or any Hazardous Materials in the ground water or soil or that migrate onto the Building or Project from outside the Project, except to the extent that any of the foregoing results directly or indirectly from any act or negligent omission by Tenant or any Tenant's Parties or any Hazardous Materials that are negligently distributed by Tenant or any Tenant's Parties and except to the extent such removal, cleaning, abatement or remediation is part of routine general repair and maintenance of the Building or Project (such as cleanup of vehicle oil leaks at the Project); (9) the costs and expenses incurred in leasing equipment or systems that would ordinarily constitute a capital expenditure if such equipment or systems were purchased, to the extent such rental charges exceed the amortization charge, if any, that would have been permitted had the item been purchased; (10) interest or penalties due to the late payment of taxes or other expenses; (11) rent under any ground lease or master lease; (12) costs incurred in connection with the sale or financing of the Building or the Project or any interest therein; (13) any fines, penalties or interest resulting from the active negligence or willful misconduct of the Landlord or its agents, contractors, or employees or arising due to Landlord's violations of applicable Regulations; (14) costs of correcting any failure of the Project to be in compliance with any Regulation as of the date of this Lease; (15) any management fee in excess of such fee described in Paragraph 7.A(3)(g) above; (16) the costs of restoration following a Casualty (other than any applicable insurance deductibles which shall be included in Operating Expenses, subject to any express limitations set forth in this Lease); provided that the foregoing shall in no event modify or amend the liability of Landlord and Tenant following a Casualty as set forth in Paragraph 24 of this Lease; (17) include the cost of the initial construction cost of the Building; (18) debt service on any mortgage or deed of trust recorded with respect to the Building other than pursuant to Paragraph 7.A(3)(b) above; (19) the cost of installing, operating and maintaining any specialty services, such as an observatory, broadcasting and or telecommunication facility, data processing facility, luncheon club, retail store, sundries shop, newsstand, concession, concierge service, athletic or recreational club; (20) any penalties or damages that Landlord pays to Tenant under this Lease; (21) the cost of acquisition of any sculpture, paintings or other objects of art; (22) wages, salaries or other compensation and benefits of any offsite employees of Landlord, provided however Operating Expenses shall include Landlord's reasonable allocation (based on time spent in connection with the Building) of compensation paid for the wages, salary, and other compensation and benefits paid to such employees, if offsite, who are assigned part-time to the operation, management, maintenance, or repair of the Building (it being understood and agreed that in no event shall Landlord allocate more than 100% of the compensation and benefits for any single employee among the properties being serviced by such employee); (23) that portion of any Operating Expenses paid to any entity affiliated with Landlord which Tenant proves is in excess of the amount which would otherwise be paid at then existing market rates to an entity which is not affiliated with Landlord for the provision of the same service; (24) amounts received by Landlord through proceeds of insurance to the extent the proceeds are compensation for expenses which were previously included in Operating Expenses hereunder; (25) the cost of any judgment, settlement or arbitration award resulting from any negligence or misconduct of Landlord; and (26) attorney's fees and disbursements, brokerage commissions, documentary transfer taxes, recording costs and recording taxes, title insurance premiums, title closer's fees and gratuities and other similar costs incurred in connection with the sale or transfer of an interest in Landlord or the Building. Operating Expenses shall be determined by Landlord in accordance with sounds commercial real estate accounting practices, consistently applied from one year to the next. Notwithstanding anything to the contrary herein, any Operating Expenses attributable to a period which falls only partially within the Term shall be prorated so that Tenant shall pay only that portion thereof which the part of such period within the Term bears to the entire period.

The above enumeration of services and facilities shall not be deemed to impose an obligation on Landlord to make available or provide such services or facilities except to the extent if any that Landlord has specifically agreed elsewhere in this Lease to make the same available or provide the same. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that it shall be responsible for providing adequate security for its use of the Premises and the Building and that Landlord shall have no obligation or liability with respect thereto, except to the extent if any that Landlord has specifically agreed elsewhere in this Lease to provide the same.

Landlord shall in no event make any material increases in Landlord's insurance deductible amounts from those amounts in effect as of the date of this Lease unless and to the extent (i) required by Landlord's lender, (ii) required by applicable law, and/or (iii) in the event that Landlord reasonably determines that the amount of insurance deductibles carried by Landlord

hereunder is materially less than the amount or type of insurance deductible amounts typically carried by owners of Comparable Buildings which are operated for similar purposes as the Premises.

Except with respect to the amortized amounts of any capital expenditures and tax payments in installments as permitted by this Lease, and/or adjustments to account for any tax appeals, in no event shall Landlord be entitled to a reimbursement from tenants for Operating Expenses and Taxes in excess of one hundred percent (100%) of the costs actually paid or incurred by Landlord in any applicable calendar year.

B. Payment of Estimated Operating Expenses. “Estimated Operating Expenses” for any particular year shall mean Landlord’s estimate of the Operating Expenses for such fiscal year made with respect to such fiscal year as hereinafter provided. Landlord shall have the right from time to time (but not more than twice during the initial Term) to revise its fiscal year and interim accounting periods so long as the periods as so revised are reconciled with prior periods in a reasonable manner. During the last month of each fiscal year during the Term, or as soon thereafter as practicable (but in no event later than 120 days after the end of the fiscal year), Landlord shall give Tenant written notice of the Estimated Operating Expenses for the ensuing fiscal year. Tenant shall pay Tenant’s Proportionate Share of the Estimated Operating Expenses with installments of Base Rent for the fiscal year to which the Estimated Operating Expenses applies in monthly installments on the first day of each calendar month during such year, in advance. Such payment shall be construed to be Additional Rent for all purposes hereunder. If at any time during the course of the fiscal year, Landlord determines that Operating Expenses are projected to vary from the then Estimated Operating Expenses Landlord may, by written notice to Tenant, revise the Estimated Operating Expenses for the balance of such fiscal year, and Tenant’s monthly installments for the remainder of such year shall be adjusted so that by the end of such fiscal year Tenant has paid to Landlord Tenant’s Proportionate Share of the revised Estimated Operating Expenses for such year, such revised installment amounts to be Additional Rent for all purposes hereunder.

C. Computation of Operating Expense Adjustment. “Operating Expense Adjustment” shall mean the difference between Estimated Operating Expenses and actual Operating Expenses for any fiscal year determined as hereinafter provided. Within one hundred twenty (120) days after the end of each fiscal year, or as soon thereafter as practicable, Landlord shall deliver to Tenant a statement of actual Operating Expenses for the fiscal year just ended, accompanied by a computation of Operating Expense Adjustment. If such statement shows that Tenant’s payment based upon Estimated Operating Expenses is less than Tenant’s Proportionate Share of Operating Expenses, then Tenant shall pay to Landlord the difference within thirty (30) days after receipt of such statement, such payment to constitute Additional Rent for all purposes hereunder. If such statement shows that Tenant’s payments of Estimated Operating Expenses exceed Tenant’s Proportionate Share of Operating Expenses, then (provided that Tenant is not in default under this Lease) Landlord shall pay to Tenant the difference within thirty (30) days after delivery of such statement to Tenant. If this Lease has been terminated or the Term hereof has expired prior to the date of such statement, then the Operating Expense Adjustment shall be paid by the appropriate party within thirty (30) days after the date of delivery of the statement. Should this Lease commence or terminate at any time other than the first day of the fiscal year, Tenant’s Proportionate Share of the Operating Expense Adjustment shall be prorated based on a month of thirty (30) days and the number of calendar months during such fiscal year that this Lease is in effect. Notwithstanding anything to the contrary contained in Paragraph 7.A or 7.B, Landlord’s failure to provide any notices or statements within the time periods specified in those paragraphs shall in no way excuse Tenant from its obligation to pay Tenant’s Proportionate Share of Operating Expenses. Notwithstanding the foregoing, Tenant shall not be liable for payment to Landlord of any portion of Operating Expenses (other than taxes and assessments) of which Tenant is initially notified by Landlord after the expiration of twelve (12) months following the end of each calendar year for which the Operating Expenses are being charged.

Unless Tenant raises any objections to Landlord’s statement of actual Operating Expenses as described above within one hundred eighty (180) days after receipt of the same, such statement shall conclusively be deemed correct and Tenant shall have no right thereafter to dispute such statement or any item therein or the computation of Tenant’s Proportionate Share of Operating Expenses based thereon. If Tenant does object to such statement of actual Operating Expenses, then Landlord shall provide Tenant with reasonable verification of the figures shown on such statement and the parties shall negotiate in good faith to resolve any disputes. Any objection of Tenant to Landlord’s statement of actual Operating Expenses and resolution of any dispute shall not postpone the time for payment of any amounts due Tenant or Landlord based on Landlord’s statement, nor shall any failure of Landlord to deliver Landlord’s statement in a timely manner relieve Tenant of Tenant’s obligation to pay any amounts due Landlord based on Landlord’s statement. In the event it is determined under this paragraph that Tenant overpaid Operating Expenses, Landlord shall credit the amount of such overpayment to Tenant toward the next arising Tenant obligation to pay Tenant’s Proportionate Share of Operating Expenses. In the event it is determined under this paragraph that Tenant underpaid Operating Expenses, Tenant shall pay the amount of such underpayment to Landlord within thirty (30) days of the date of such determination.

D. Net Lease. This shall be a triple net Lease and Base Rent shall be paid to Landlord absolutely net of all costs and expenses, except as specifically provided to the contrary in this Lease. The provisions for payment of Operating Expenses and the Operating Expense Adjustment are intended to pass on to Tenant and reimburse Landlord for all costs and expenses of the nature described in Paragraph 7.A. incurred in connection with the ownership, operation, management, maintenance, repair, preservation, replacement and operation of the Building and its supporting facilities and such additional facilities now and in subsequent years as may be determined by Landlord to be necessary or desirable to the Building (subject to the limitations expressly set forth herein this Lease).

8. INSURANCE AND INDEMNIFICATION

A. Tenant's Insurance. Tenant shall procure at Tenant's sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the Term the following:

(1) Property Insurance. Property/Business Interruption Insurance written on an All Risk or Special Cause of Loss Form, including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and any Alterations and other leasehold improvements made by or on behalf of Tenant at the Project. Landlord agrees to waive Business Interruption insurance requirements solely with respect to the originally named Tenant under this Lease. In doing so, and without limiting Tenant's right to rent abatement as set forth in the second paragraph of Article 16, Tenant hereby agrees that Tenant waives all claims for recovery against Landlord for business interruption expenses that would have been covered by the waived Business Interruption insurance. Tenant agrees that Tenant's insurance carrier will not subrogate against Landlord's insurance carrier for the same.

(2) Liability Insurance. Commercial General Liability insurance covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises and the Building, and any part of either, and any areas adjacent thereto, and the business operated by Tenant or by any other occupant of the Premises. Such insurance shall include contractual liability insurance coverage insuring all of Tenant's indemnity obligations under this Lease. Such coverage shall have a minimum combined single limit of liability of at least Two Million Dollars (\$2,000,000.00), and a minimum general aggregate limit of Three Million Dollars (\$3,000,000.00), with an "Additional Insured – Managers or Lessors of Premises Endorsement." All such policies shall be written to apply to all bodily injury (including death), property damage or loss, personal and advertising injury and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add Landlord and any party holding an interest to which this Lease may be subordinated as an additional insured, and shall provide that such coverage shall be "**primary**" and non-contributing with any insurance maintained by Landlord, which shall be excess insurance only. Such coverage shall also contain endorsements including employees as additional insureds if not covered by Tenant's Commercial General Liability Insurance. All such insurance shall provide for the severability of interests of insureds; and shall be written on an "**occurrence**" basis, which shall afford coverage for all claims based on acts, omissions, injury and damage, which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(3) Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance as required by any Regulation, and Employers' Liability Insurance in amounts not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident; One Million Dollars (\$1,000,000) policy limit for bodily injury by disease; and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

(4) [INTENTIONALLY OMITTED]

(5) Alterations Requirements. In the event Tenant shall desire to perform any Alterations costing in excess of \$200,000 per project, Tenant shall deliver to Landlord, prior to commencing such Alterations evidence satisfactory to Landlord that Tenant and/or its general contractor carries "Builder's Risk" insurance covering construction of any Alterations covering the full amount of the hard construction costs of such Alterations.

(6) General Insurance Requirements. All coverages described in this Paragraph 8.A. shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms; and (ii) waive all rights of subrogation by the insurance carrier against Landlord to the extent set forth in this Lease. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Paragraph 8.B. is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and

operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this Paragraph 8.A. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated A VIII or better in "Best's Insurance Guide" and authorized to do business in the State of California ("**Requisite Insurers**"). In the event of an assignment of this Lease by Tenant to an unaffiliated third party, deductible amounts under all insurance policies required to be carried by Tenant under this Lease shall not exceed \$250,000.00. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder; and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant hereunder, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as Additional Rent. In addition, during the Lease Term, as part of Operating Expenses, Landlord shall maintain in effect insurance on the Building with Requisite Insurers on an All Risk or Special Cause of Loss Form, including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement insuring the Building equal to the full replacement cost thereof (excepting earthquake sprinkler leakage coverage which could be a sub-limit of the replacement cost value as commercially reasonably available in the market), excluding land, foundations, footings and underground installations.

B. Indemnification. Subject to Paragraph 9 below, Tenant shall indemnify, defend by counsel reasonably acceptable to Landlord, protect and hold Landlord and each of Landlord's respective directors, shareholders, partners, lenders, members, managers, contractors, affiliates and employees (collectively, "**Landlord Indemnities**") harmless from and against any and all claims, liabilities, losses, costs, loss of rents, liens, damages, injuries or expenses, including reasonable attorneys' and consultants' fees and court costs, demands, causes of action, or judgments, to the extent directly or indirectly arising out of or related to: (1) third party claims of injury to or death of persons or damage to property or business loss occurring or resulting directly or indirectly from the use or occupancy of the Premises or Building by Tenant or Tenant's Parties, or from activities or failures to act of Tenant or Tenant's Parties; (2) third party claims arising from work or labor performed, or for materials or supplies furnished to or at the request or for the account of Tenant in connection with performance of any work done for the account of Tenant within the Premises; (3) third party claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease; and (4) third party claims arising from the negligence or intentional acts or omissions of Tenant or Tenant's Parties. The foregoing indemnity by Tenant shall not be applicable to claims to the extent arising from the active negligence, negligent omission or willful misconduct of Landlord or any of the Landlord Parties. Landlord shall not be liable to Tenant and Tenant hereby waives all claims against Landlord for any damage to any property or business loss in or about the Premises, Building or Project by or from any cause whatsoever, whether caused by water leakage of any character from the roof, walls, basement or other portion of the Premises, Building or Project, or caused by gas, fire, oil or electricity in, on or about the Premises, Building or Project, acts of God or of third parties, or any matter outside of the reasonable control of Landlord. Subject to Paragraph 9 below, Landlord shall protect, indemnify and hold Tenant harmless from and against any and all loss, claims, proceedings, cost, damage, injury, causes of action, liabilities and expense arising out of or related to third party claims of injury to or death of persons and/or damage to property to the extent resulting from (i) the negligence of Landlord or its agents, employees or contractors or to the extent resulting from the willful misconduct of Landlord or its agents, employees or contractors, such indemnity to include the obligation to provide all reasonable costs of defense against any such claims (provided that Tenant hereby acknowledges that defense provided by Landlord's insurers shall be deemed reasonable); and/or (ii) any breach of any covenant, condition or agreement in this Lease set forth and contained on the part of Landlord to be fulfilled, kept, observed and performed; provided that the foregoing indemnity shall not include claims waived by Tenant pursuant to Section 9 below. To the extent counsel is provided by Tenant's or Landlord's insurance carrier, as applicable, in connection with the above indemnity obligations of the parties, such counsel shall be deemed reasonably acceptable to the indemnified party unless and to the extent such indemnified party elects to pay for or contribute to the costs of a different specific lawyer(s).

In the event Tenant obtains and maintains the insurance coverages as required by the terms and conditions of this Lease and damage or loss arises for which Tenant is liable under the terms and conditions of this Lease, and Tenant's insurance does not cover the claim after Tenant submits the same, and if the insurance carried by Landlord pursuant to this Lease (and for which Tenant pays as part of Operating Expenses) shall cover the claim, Landlord agrees to submit a claim against such insurance coverage.

The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

9. WAIVER OF SUBROGATION

Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant hereby waive and shall cause

their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Building, the Project, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. For the purposes of this waiver, any deductible with respect to a party's insurance shall be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

10. LANDLORD'S REPAIRS AND MAINTENANCE

Landlord shall, at Landlord's sole cost and not included as part of Operating Expenses, maintain, repair and/or replace or cause to be maintained, repaired and/or replaced in reasonably good order, condition and repair, the structural portions of the roof, the roof membrane, foundations, floors and exterior walls of the Building (collectively, the "**Structural Elements**"). Landlord is also responsible, charged as part of Operating Expenses (subject to the limitation set forth in Paragraph 7 of this Lease), for the fire/life safety systems and equipment in the Building, the heating, ventilating and air conditioning systems, electrical systems and fixtures, sprinkler systems, dock boards, truck doors, dock bumpers, parking lots, driveways, plumbing work and fixtures, and the landscaping on the exterior of the Building. Landlord shall maintain Building-standard landscaping and grounds maintenance and general property management consistent with Comparable Building standards during the Term (for purposes of the foregoing, "**Comparable Buildings**" means comparable (including, without limitation, with respect to age, quality, size, location, services, amenities, quality of construction and appearance) similar Class A office buildings in the Menlo Park, California submarket). Landlord shall maintain a commercially reasonable preventative maintenance service contract in form and with contractors/vendors reasonably selected by Landlord for service and maintenance of the Building heating, ventilating and air conditioning system and equipment and the costs for such service contract shall be included in Operating Expenses. The term "exterior walls" as used herein shall not include windows, glass or plate glass, doors, special store fronts or office entries. Any damage caused by or repairs necessitated by any negligence or act of Tenant or Tenant's Parties may be repaired by Landlord at Landlord's option and Tenant's expense subject to Paragraph 9. Tenant shall promptly give Landlord written notice of any defect or need of repairs in such components of the Building for which Landlord is responsible, after which Landlord shall have a reasonable opportunity and the right to enter the portion of the Premises located in the Building (with not less than twenty-four (24) hours' prior notice (except in the event of an emergency in which event no notice shall be required) and with an escort from Tenant so long as Tenant makes such escort available for Landlord's entry) at all reasonable times to repair same. As part of Operating Expenses, Landlord shall be responsible for procuring the landscaping maintenance personnel and procuring and providing the required HVAC preventative maintenance for the Building. Except as expressly set forth below, such costs shall be included in Operating Expenses. Except to the extent caused by Tenant or any of Tenant's Parties' acts and/or omissions (excepting reasonable wear and tear), to the extent Landlord is made aware and Landlord reasonably determines using good faith business judgment that expenditures for improvements of a capital nature must be made to replace any component of the Building systems, Landlord shall cause such work to be completed and Tenant shall pay the amortized portion of such expenditure in the same manner as set forth in Paragraph 7.A(3)(b) of this Lease. The cost to repair and/or replace any of the Structural Elements shall not be included in Operating Expenses and shall be borne solely by Landlord or by Tenant as provided above; provided, however, any "Non-Structural Component" of Structural Elements, shall be included in Operating Expenses, and any capital repair or replacement cost for such Non-Structural Components shall be paid for by Landlord and such costs shall be included in Operating Expenses in accordance with and subject to the limitations set forth in Paragraph 7.A above, including any amortization requirements, or otherwise as provided in this Lease. The term "**Non-Structural Component**" shall be defined to include, by way of example and not limitation, (i) for the roof: the roof membrane, any underlayment materials, flashing, coping, caulking, and all patching and partial resurfacing; (ii) for the exterior walls: any cleaning, painting, patching, refinishing, caulking, water-proofing, grout and stucco repair, gasket replacement, and any wet-sealing and caulking; (iii) for the foundations: any cleaning, painting, refinishing, caulking, water-proofing and patching of concrete spalling; (iv) for the floors: any cleaning, refinishing, caulking, and patching; and (v) for the steel and concrete structural framing: any cleaning, patching and painting. Except as otherwise expressly set forth in this Lease, Landlord's liability with respect to any defects, repairs, or maintenance for which Landlord is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance, and 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 repairs, alterations or improvements in or to any portion of the Premises or the Building or to fixtures, appurtenances or equipment in the Building, except as provided in Paragraph 24.

Tenant shall notify Landlord in writing within ten (10) days of Tenant's discovery of or of Tenant's actual knowledge of any Latent Defects in the Building during the Term. In the event of any dispute as to the existence of any Latent Defects, Landlord and Tenant shall promptly meet and attempt to resolve the dispute in good faith and if such dispute is resolved within ten (10) days after such meeting, then the reasonable decision of Landlord's architect (which architect shall be an unaffiliated third-party), which decision shall be set forth in a written certification to each of Landlord and Tenant, shall be

final and binding on the parties. For purposes of this Lease, “**Latent Defects**” shall mean defects in the Building which were not discoverable by a reasonable inspection when possession the Building was tendered to Tenant. Tenant, not Landlord, shall be liable for the costs and expenses to correct that portion of any Latent Defects to the extent Tenant or any Tenant Party exacerbates the same (mere discovery of a Latent Defect shall not be deemed to be an exacerbation thereof). Landlord shall, at its sole cost and expense, promptly commence to correct and complete such correction of any Latent Defects at the Building for which Landlord receives notice pursuant to this paragraph.

Whenever Landlord or any person authorized by Landlord performs any maintenance, repair, replacement or other work, changes or improvements at any time during the Term (including to or with respect to the exterior or lobby of the Building, subject to compliance with applicable Regulations, Landlord shall (i) do so, or shall cause such person to do so, diligently and in such a manner so as to cause as little interference to Tenant, including its use and occupancy of, and access to, the Premises, as reasonably possible, including, without limitation, securing and barricading the work site in a first-class manner, with walkways, to minimize the appearance of an on-going construction site, (ii) if such work is reasonably expected to disturb Tenant’s use or occupancy of the Premises, unless for repairs in the event of an emergency (including the health, safety, or protection of any person), provide Tenant with at least ten (10) days’ notice of such work, and (iii) not (A) other than in connection with an imminent domain action, reduce the amount of parking area committed pursuant to this Lease (if any); (B) adversely affect Tenant’s signage and/or the prominence or the visibility thereof; (C) affect, in any material respect, access to the Premises, the Building or the common areas; (D) require Tenant to gain access to the Premises from any other entrance to the Building or from any street other than the currently existing main entrance (and side entries) to the Building as of the Delivery Date; (E) affect the size, useful area, configuration, location or dimensions of the Premises (except in an immaterial way); (F) increase Base Rent; (G) cause any of the windows located in the Premises to be blocked as a result thereof for any period beyond a reasonable time given the specific applicable circumstances; (H) be made to the Premises (unless pursuant to Landlord’s repair and maintenance obligations under this Lease); (I) unreasonably interfere with Tenant’s access to or egress from, use, enjoyment and occupancy of the Premises; (J) alter the overall appearance (except to an insignificant extent) of the Building; or (K) adversely and materially affect the proper and economic operation of the Building systems insofar as such operation affects the Premises. Subject to compliance with applicable Regulations, in no event shall Landlord have the right to make any permanent change to the exterior of the Building that materially and adversely modifies Tenant’s ability to use and access the Premises from the configuration of the exterior of the Building as of the date hereof. Landlord and Tenant shall work together reasonably and in good faith to minimize any interruption in Tenant’s business operations during the performance of any Landlord repair and maintenance work.

11. TENANT’S REPAIRS AND MAINTENANCE

Except as expressly required to be repaired and maintained by Landlord in this Lease, Tenant shall, at its own cost and expense, keep and maintain all parts of the Premises and Building in good condition, promptly making all necessary repairs and replacements, ordinary or extraordinary, with materials and workmanship of the same character, kind and quality as the original (including, but not limited to, repair and replacement of all fixtures installed by Tenant, water heaters serving the Premises, windows, glass and plate glass, doors, exterior stairs, skylights, any special office entries, interior walls and finish work, floors and floor coverings, heating and air conditioning systems, electrical systems and fixtures, sprinkler systems, dock boards, truck doors, dock bumpers, parking lots, driveways, landscaping, plumbing work and fixtures, and performance of regular removal of trash and debris and all electronic, fiber, phone, data cabling and related equipment that is installed by or for the benefit of Tenant (collectively, “**Cable**”), kitchens, including hot water heaters, plumbing, and similar facilities serving the Premises, and Alterations). Tenant as part of its obligations hereunder shall keep the Premises in a clean and sanitary condition. Tenant will, use commercially reasonable efforts to keep all such parts of the Premises and Building from deterioration due to ordinary wear and from falling temporarily out of repair, and upon termination of this Lease in any way Tenant will yield up the Premises to Landlord in good condition and repair, loss by fire or other casualty excepted (but not excepting any damage to glass). Repair and maintenance work shall be undertaken in compliance with Landlord’s Building construction standards (if any) from time to time to the extent applicable (which standards shall be made available to Tenant by Landlord’s Building manager upon request). Any supplemental equipment or systems, including supplemental heating, ventilation and air conditioning systems, installed by or on behalf of Tenant, shall be maintained by Tenant, at its sole cost, during the Term in good condition and repair. Subject to the terms of Paragraph 9 and further subject to Landlord’s obligation to make a claim against Landlord’s insurance coverage as expressly set forth in Paragraph 8, to the extent Landlord is not reimbursed by insurance proceeds, Tenant shall reimburse Landlord for the cost of repairing damage to the Building caused by the acts of Tenant, Tenant’s Parties and their respective contractors and vendors. If Tenant fails to make any repairs to the Premises for more than fifteen (15) days after delivery of written notice from Landlord (although notice shall not be required in an emergency), following an additional five (5) days after a second notice is delivered to Tenant (and Tenant’s failure to commence to cure within such period and thereafter diligently prosecute such cure to completion), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge in an amount equal to five percent (5%) of the cost of the repairs.

12. ALTERATIONS

A. Tenant shall not make, or allow to be made, any alterations, physical additions, improvements or partitions, including without limitation the attachment of any fixtures or equipment, in, about or to the Premises (“**Alterations**”) without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, with respect to proposed Alterations which: (a) comply with all applicable Regulations; and (b) are compatible with the Building and its mechanical, plumbing, electrical, heating/ventilation/air conditioning systems, and will not cause material adverse effects on the Building or such systems required to be modified to comply with any Regulations (including, without limitation, the Americans With Disabilities Act). Specifically, but without limiting the generality of the foregoing, Landlord shall have the right of written consent (not to be unreasonably withheld, conditioned or delayed) for all plans and specifications for the proposed Alterations, construction means and methods, all appropriate permits and licenses, and any general contractor to be employed on the work of Alterations and may impose reasonable Rules and Regulations for contractors and subcontractors performing such work. Tenant shall also supply to Landlord any additional construction documents and information reasonably necessary for Landlord in connection with Landlord’s consideration of a request for approval hereunder. Tenant shall cause all Alterations to be accomplished in a first-class, good and workmanlike manner, and to comply with all applicable Regulations and Paragraph 27 hereof. Tenant shall at Tenant’s sole expense, perform any additional work required under applicable Regulations due to the Alterations hereunder. No review or consent by Landlord of or to any proposed Alteration or additional work shall constitute a waiver of Tenant’s obligations under this Paragraph 13, nor constitute any warranty or representation that the same complies with all applicable Regulations, for which Tenant shall at all times be solely responsible. Except for the Initial Alterations (which shall be governed by the terms and conditions of **Exhibit C** to this Lease), Tenant shall reimburse Landlord for third party costs or expenses which Landlord actually incurs, including in electing to have outside architects and engineers review said plans and specifications for Alterations (up to a maximum amount of \$10,000.00). All such Alterations shall remain the property of Tenant until the expiration or earlier termination of this Lease, at which time they shall be and become the property of Landlord; provided, however, that, except for the Initial Alterations (which Tenant shall keep in good condition and repair and be permitted to leave in place at the expiration or earlier termination of this Lease), Landlord may, at Landlord’s option, require that Tenant, at Tenant’s expense, remove any or all Alterations made by Tenant and restore the Premises by the expiration or earlier termination of this Lease, to their condition existing prior to the construction of any such Alterations; provided that, with respect to Alterations that do not affect the structure of the Building, Landlord provides written notice to Tenant, concurrently with Landlord’s approval of such Alterations (if Landlord provides such approval), of whether Landlord will require such removal of such nonstructural Alterations and applicable restoration of the Premises; provided further, however, subject to Paragraph 36 hereof, Tenant shall be required to remove any Cable installed at or servicing the Premises as part of the Alterations (including the Initial Alterations) and repair any damage caused in connection with the installation and/or removal of the same. All such removals and restoration shall be accomplished in a first-class and good and workmanlike manner so as not to cause any damage to the Premises or Building whatsoever. If Tenant fails to remove such Alterations or Tenant’s trade fixtures or furniture or other personal property, Landlord may keep and use them or remove any of them and cause them to be stored or sold in accordance with applicable Regulations, at Tenant’s sole expense. In addition to and wholly apart from Tenant’s obligation to pay Tenant’s Proportionate Share of Operating Expenses, Tenant shall be responsible for and shall pay prior to delinquency any taxes or governmental service fees, possessory interest taxes, fees or charges in lieu of any such taxes, capital levies, or other charges imposed upon, levied with respect to or assessed against its fixtures or personal property, on the value of Alterations within the Premises, and on Tenant’s interest pursuant to this Lease, or any increase in any of the foregoing based on such Alterations. To the extent that any such taxes are not separately assessed or billed to Tenant, Tenant shall pay the amount thereof as invoiced to Tenant by Landlord. Notwithstanding the foregoing, Landlord’s consent shall not be required for any of the following Alterations (any such Alterations shall also be known herein as “**Permitted Alterations**”): (A) is of a cosmetic nature (e.g., painting, carpeting or wallpapering) and does not require any governmental permit, approval or other form of consent; (B) is not visible from the exterior of the Building; (C) will not affect the systems, structure or, in excess of any de minimus amount, value of the Building; (D) does not require work to be performed inside the walls or above the ceilings of the Premises unless such work is immaterial and reasonably non-intrusive (i.e., with respect to the installation of any nails, screws or hooks for hanging pictures or similar items); and/or (E) costs no more than \$50,000.00 in any consecutive twelve (12) month period. Tenant agrees to provide no less than ten (10) business days’ prior written notice in connection with such Permitted Alterations.

B. In compliance with Paragraph 27 hereof, at least ten (10) business days before beginning construction of any Alteration, Tenant shall give Landlord written notice of the expected commencement date of that construction to permit Landlord to post and record a notice of non-responsibility. Upon substantial completion of construction, if the law so provides, Tenant shall cause a timely notice of completion to be recorded in the office of the recorder of the county in which the Building is located.

C. All improvements in and to the Premises, including any Alterations (collectively, “**Leasehold Improvements**”) shall remain upon the Premises at the end of the Term without compensation to Tenant, provided that Tenant, at its expense, in compliance with the National Electric Code or other applicable Regulations, shall remove any Cable. In addition, subject to the express terms and conditions of this Lease, including, without limitation, Paragraph 12.A above, Landlord, by written notice to Tenant at least ninety (90) days prior to the Term Expiration Date, may require Tenant, at its expense, to remove any Alterations that, in Landlord’s reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (the Cable and such other items collectively are referred to as “**Required Removables**”). Required Removables shall include, without limitation, internal stairways, raised floors, vaults, rolling file systems and other structural alterations and modifications. Required Removables shall exclude the Initial Alterations pursuant to Paragraph 13.A above. Unless otherwise Landlord otherwise agrees in writing, the Required Removables shall be removed by Tenant before the Term Expiration Date. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to perform its obligations in a timely manner, Landlord may perform such work at Tenant’s expense.

D. With regard to the Initial Alterations, Landlord acknowledges and agrees that the initial floorplan set forth on Schedule 1 to **Exhibit C** has been pre-approved by Landlord as not needing restoration or removal. In addition, Landlord agrees that any approvals on the Initial Alterations will also be deemed to be approvals not to require restoration or removal of such Initial Alterations to the extent the same are reflected on the Schedule 1 to **Exhibit C** (or are a natural development thereof and do not materially impact the Building structure or systems). Notwithstanding anything to the contrary, to the extent Tenant’s construction of the Initial Alterations is actually delayed by a Covid-19 related Force Majeure event, the Term Commencement Date shall be extended by one (1) day for each day of Force Majeure delay. Promptly following the occurrence of the commencement of any Covid-19 related Force Majeure event that may actually delay the Initial Alterations, Tenant shall notify Landlord in writing of the same. If Tenant’s performance of the Initial Alterations is actually delayed for a period in excess of one hundred eighty (180) days (the “**Initial Alterations FM Outside Date**”), Tenant shall have the right to terminate this Lease by providing written notice of such termination to Landlord, whereupon this Lease shall terminate, and neither party shall have any further rights or obligations hereunder (other than those expressly intended to survive the expiration thereof). In the event of a Covid-19 related Force Majeure event, Tenant shall at all time make commercially reasonable efforts to reduce, minimize and otherwise mitigate the impact of any such delay and shall regularly inform Landlord of the actual delay and of such efforts Tenant makes reduce, minimize and/or mitigate such delay. Landlord and Tenant shall communicate reasonably and regularly and shall work together reasonably and in good faith to identify such commercially reasonable steps to attempt to reduce, minimize and otherwise mitigate the impact of any such delay. In addition to the foregoing, Landlord shall have the right but not the obligation to elect to pay all or a portion of the incremental increase in costs, if any, to reduce the delay caused by any such Covid-19 related Force Majeure event.

In addition to the foregoing, if Tenant’s performance of the Initial Alterations is actually delayed beyond the Initial Alterations FM Outside Date solely due to a COVID-19 related Force Majeure event, and such delay continues for one hundred eighty (180) days after the Initial Alterations FM Outside Date (the “**Landlord Termination Right Date**”), Landlord shall have the right to terminate this Lease by providing written notice of such termination to Tenant, whereupon this Lease shall terminate, and neither party shall have any further rights or obligations hereunder (other than those expressly intended to survive the expiration thereof), provided that Landlord shall within thirty (30) days of the effective date of such termination return to Tenant any prepaid rents and security deposits tendered and held by Landlord. In the event Landlord so elects to terminate this Lease, Tenant may, by providing written notice to Landlord no later than five (5) days after the date Landlord delivers such termination notice to Tenant, agree that the Term Commencement Date shall have commenced on the Landlord Termination Right Date, and in such event, (i) Landlord’s termination shall be deemed null and void and of no further force or effect, and (ii) the Term Commencement Date shall be deemed to be the date that is the Landlord Termination Right Date.

For purposes of this Lease, a Covid-19 related Force Majeure event shall mean an affirmative government mandated closing of businesses and/or government offices necessary for Tenant’s construction and the required government permits and approvals of the Initial Alterations necessary for Tenant to conduct business operations for the Permitted Use at the Building.

13. SIGNS

Tenant shall not place, install, affix, paint or maintain any signs, notices, graphics or banners whatsoever or any window decor which is visible in or from public view or the exterior of the Building, in or on any exterior window or window fronting upon any common areas or service area without Landlord’s prior written approval, which approval Landlord shall not unreasonably withhold, condition or delay. Subject to compliance with all applicable laws and government requirements, Landlord approves of Tenant’s standard and customary signage regarding no trespassing, 24/7 video monitoring, parking lot speed limits, and anti-tailgating, and Tenant shall have the right to reasonably display such signage on the Project at Tenant’s

discretion (in accordance with applicable Regulations). Any installation of signs, notices, graphics or banners on or about the Premises or Building approved by Landlord shall be subject to any Regulations and to any other requirements reasonably imposed by Landlord. Tenant shall remove all such signs or graphics by the expiration or any earlier termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury to or defacement of the Premises or Building and any other improvements contained therein, and Tenant shall repair any injury or defacement including without limitation discoloration caused by such installation or removal. Landlord shall remove, at Landlord's sole cost, all signage for the existing tenant, if any; provided, however, if Landlord fails to so remove such existing tenant's signage from exterior of the Building on or before the date Tenant commences the payment of regular and recurring rents under this Lease, then Tenant may so remove such tenant signage and repair and damage reasonably caused by such removal and Landlord shall, within ten (10) business days of Landlord's receipt of Tenant's written demand therefor (which written demand shall include reasonable documented evidence of the actual and reasonable out of pocket costs so incurred by Tenant to remove the prior tenant signage and repair the affected portion of the Building) reimburse Tenant the actual and reasonable costs so incurred by Tenant. In the event Landlord fails to reimburse Tenant the actual and reasonable costs so incurred by Tenant in its removal of the prior tenant's signage and repair of the affected portions of the Building, Tenant may send a second written demand to Landlord and if Landlord fails to so reimburse Tenant within five (5) business days of Tenant's delivery of the second written demand, Tenant may off set against Tenant's next t occur right to pay Base Rent under this Lease, the actual and reasonable out of pocket costs so incurred by Tenant. The rights provided in this Paragraph 14 are personal to Tenant, any Permitted Transferee following an assignment of this Lease, but otherwise shall be non-transferable unless otherwise agreed by Landlord in writing in its reasonable discretion.

So long as the same complies with all applicable Regulations and Tenant has obtained all necessary and required permits and approvals, Tenant shall, at its sole cost and expense, be allowed to install tenant identification signs to be located on the Building (the "**Building Signage**"). Tenant shall maintain the Building Signage in good condition and repair, and all costs of maintenance and repair shall be borne by Tenant. Upon the expiration or earlier termination of this Lease, if Tenant fails to remove the Building Signage and repair the Building, Landlord shall cause the Building Signage to be removed from the Building and the Building to be repaired and restored to the condition which existed prior to the installation of the Building Signage (normal wear and tear excepted), all at the sole cost and expense of Tenant (payable as additional rent hereunder within thirty (30) days notice) and otherwise in accordance with this Lease. The rights provided in this Paragraph 14 are personal to Tenant, any Permitted Transferee, but otherwise shall be non-transferable unless otherwise agreed by Landlord in writing in its sole discretion.

14. INSPECTION/POSTING NOTICES

After reasonable notice, which may be written or oral and, not less than twenty-four (24) hours in advance, except as to the Premises other than the Building, which shall not require such advance notice, and except in emergencies where no such notice shall be required, Landlord and Landlord's agents and representatives, shall have the right to enter the Building with an escort from Tenant so long as such escort is made available at the time of such entry (except in emergencies where no escort is required) to inspect the same, to clean, to perform such work as may be permitted or required hereunder, to make repairs, improvements or alterations to the Premises or Building or to other tenant spaces therein, to deal with emergencies, to post such notices as may be permitted or required by law to prevent the perfection of liens against Landlord's interest in the Building or to exhibit the Premises to prospective tenants (subject to the terms below), purchasers, encumbrancers or to others, or for any other purpose as Landlord may deem necessary or desirable; provided, however, that Landlord shall use reasonable efforts not to unreasonably interfere with Tenant's business operations. Landlord and Tenant hereby agree that reasonable notice prior to showing the Premises to prospective tenants hereunder is no less than forty-eight (48) hours oral or written notice prior to entry provided that Landlord acknowledges that such prospective tenants shall not have access to Tenant's server/IT rooms, security rooms, or other sensitive areas requiring additional secured "key card" entry. Tenant shall not be entitled to any abatement of Rent by reason of the exercise of any such right of entry. Subject to the express terms and conditions of this Lease, Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby when entry to the Premises is conducted in accordance with the terms and conditions of this Lease. Landlord shall have the right to use any and all means which Landlord may deem necessary or proper to open said doors in an emergency in order to obtain entry to any portion of the Premises, and any such entry to the Premises or portions thereof obtained by Landlord by any of said means shall not be construed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises or any portions thereof. At any time within four (4) months prior to the expiration of the Term or following any earlier termination of this Lease or agreement to terminate this Lease, Landlord shall have the right to erect on the Premises or Building a suitable sign indicating that the Premises are available for lease.

15. SERVICES AND UTILITIES

Except as otherwise provided in this Lease, all utility and services used by Tenant or provided to the Premises,

including, without limitation, electricity, gas, water, sewer, telephone, internet and trash/garbage services, shall be contracted for directly and paid for by Tenant and shall not be included as part of Operating Expenses, effective as of the Delivery Date. Such charges shall be based upon Tenant's usage as measured by the Building meter (in Tenant's name and connected directly to the utility provider). In the event any such expenses are charged to Landlord, Tenant shall reimburse the same within thirty (30) days after billing by Landlord. Any charges under this Paragraph 16 paid directly by Tenant to the service provider shall specifically be excluded from Operating Expenses. Tenant shall provide and directly pay for its own janitorial services to the Premises, using a qualified janitorial service provider that is selected by Tenant; provided that, notwithstanding anything to the contrary in this Lease, Tenant shall not be required to use union labor for such services so long as the same shall not disturb labor harmony with any workforce or trades engaged in performing other work or services at or about the Project. Tenant's use of electric current shall at no time exceed the capacity of the wiring, feeders and risers providing electric current to the Premises or the Building. The consent of Landlord to the installation of electric equipment shall not relieve Tenant from the obligation to limit usage of electricity to no more than such capacity. Landlord shall not provide a security program for the Building; all security shall be at Tenant's sole cost and provided through direct contracts between Tenant and its security contractors. Landlord shall not be liable in any manner to Tenant or any other Tenant's Parties for any acts (including criminal acts) of others, or for any direct, indirect, or consequential damages, or any injury or damage to, or interference with, Tenant's business, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, or other loss or damage, bodily injury or death, related to any malfunction, circumvention or other failure of any security program, or for the failure of any security program to prevent bodily injury, death, or property damage, or loss, or to apprehend any person suspected of causing such injury, death, damage or loss.

Upon the occurrence of a failure of any Building services caused by the acts or omissions of Landlord or any of Landlord's Parties, Landlord shall use all commercially reasonable efforts to remove such service failure, although no such service failure shall constitute a constructive eviction of Tenant, give rise to an abatement of Rent, or relieve Tenant from the obligation to fulfill any covenant or agreement except as set forth below. However, if a failure of any Building utility, which utility is essential for the conduct of Tenant's business operations in the Building (e.g., electricity and water), is caused by the gross negligence or willful misconduct of Landlord or any of Landlord's Parties, occurs within the Building or any material portion thereof, for a period in excess of five (5) consecutive business days, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Base Rent and Tenant's Share of Operating Expenses payable hereunder for the period commencing on sixth (6th) business day of the service failure and ending on the day the subject service has been restored. If the entire Premises have not been rendered untenable by the subject service failure, the amount of abatement shall be equitably prorated. Subject to compliance with laws, Landlord shall not remove any electrical panels or otherwise reduce the electrical capacity available at the Building nor reduce the availability of water at the Building.

16. SUBORDINATION

Subject to the delivery to Tenant of an executed SNDA (as defined below) in recordable form, this Lease shall be and is hereby declared to be subject and subordinate at all times to: (a) all ground leases or underlying leases which may now exist or hereafter be executed affecting the Premises and/or the land upon which the Premises and Building are situated, or both; and (b) any mortgage or deed of trust which may now exist or be placed upon the Building and/or the land upon which the Premises or the Building are situated, or said ground leases or underlying leases, or Landlord's interest or estate in any of said items which is specified as security. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases or any such liens to this Lease. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the Tenant of the successor in interest to Landlord provided that Tenant shall not be disturbed in its possession under this Lease by such successor in interest so long as Tenant is not in default (after notice and applicable cure periods) under this Lease. Within ten (10) days after request by Landlord, Tenant shall execute and deliver any additional reasonable and industry standard documents (which shall include any commercially reasonable revisions requested by Tenant) evidencing Tenant's attornment or the subordination of this Lease with respect to any such ground leases or underlying leases or any such mortgage or deed of trust, in the commercially reasonable form reasonably requested by Landlord or by any ground landlord, mortgagee, or beneficiary under a deed of trust, subject to such nondisturbance requirement. If Tenant fails to timely execute and deliver any such documentation within such ten (10) days period, Landlord may send a second written demand for the same and if Tenant fails to deliver the same to Landlord within five (5) business days of the date Landlord tenders such second written demand, three shall be deemed to be an event of default by Tenant hereunder without further notice or opportunity to cure. Notwithstanding the foregoing, concurrent with Tenant's execution and delivery to Landlord of this Lease, Tenant shall execute and deliver to Landlord a Subordination, Nondisturbance and Attornment Agreement on the form attached here to as **Exhibit D** (the "SNDA"). Tenant acknowledges that the form of SNDA attached hereto is commercially reasonable and acceptable to Tenant. Landlord shall cause the same to be fully executed and tender the same to Tenant no later than

thirty (30) days from the date Tenant so tenders to Landlord this Lease and the SNDA executed by Tenant. If Landlord fails to tender to Tenant such fully executed SNDA on or before the expiration of such thirty (30)-day period, Tenant may terminate this Lease by providing written notice to Landlord no later than the earlier of (i) ten (10) days following the expiration of such thirty (30)-day period, and (ii) the day Landlord so tenders to Tenant the executed SNDA, and in such event this Lease shall terminate on the date Tenant tenders such written notice to Landlord. Tenant shall be liable for all costs and expenses arising in connection with obtaining the SNDA. In addition to the foregoing, at Tenant's cost, Landlord shall obtain for the benefit of Tenant a subordination and non-disturbance agreement from any future Landlord's mortgagee on such Landlord's mortgagee's commercially reasonable market standard form (which shall include any commercially reasonable revisions requested by Tenant), and in such event, at no material cost to Landlord, Landlord shall make commercially reasonable efforts to coordinate commercially reasonable and market revisions requested by Tenant from such mortgagee.

17. FINANCIAL STATEMENTS

At the request of Landlord from time to time (but not more than once per calendar year), Tenant shall provide to Landlord within ten (10) days following Landlord request (provided any reviewing party executes a non-disclosure agreement reasonably acceptable to Tenant, Tenant's and any guarantor's most recent financial statements available, which Landlord shall use solely for purposes of this Lease and in connection with the ownership, management, financing and disposition of the Building.

18. ESTOPPEL CERTIFICATE

Tenant agrees from time to time, within fifteen (15) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating that this Lease is in full force and effect, that this Lease has not been modified (or stating all modifications, written or oral, to this Lease), the date to which Rent has been paid, the unexpired portion of this Lease, that there are no current defaults by Landlord or Tenant under this Lease (or specifying any such defaults), and that the leasehold estate granted by this Lease is the sole interest of Tenant in the Premises and/or the land at which the Premises are situated. Failure by Tenant to execute and deliver such certificate shall constitute an acceptance of the Premises and acknowledgment by Tenant that the statements included are true and correct (absent manifest error or Landlord's knowledge to the contrary). Tenant agrees that if Tenant fails to execute and deliver such certificate (or provide its good faith comments thereto) within such fifteen (15) day period, Landlord shall provide to Tenant a second written notice with respect to such estoppel certificate. If Tenant fails to execute and deliver such certificate within a five (5) days period following such second notice, Tenant agrees that Landlord may execute and deliver such certificate on Tenant's behalf and that such certificate shall be binding on Tenant (absent manifest error or Landlord's knowledge to the contrary). Landlord and Tenant intend that any statement delivered pursuant to this Paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or any interest therein.

19. SECURITY DEPOSIT

Tenant agrees to deposit with Landlord upon execution of this Lease, a security deposit as stated in the Basic Lease Information (the "**Security Deposit**"), which sum, subject to the reduction expressly as set forth below, shall be held and owned by Landlord, without obligation to pay interest, as security for the performance of Tenant's covenants and obligations under this Lease. Provided that Tenant is not in default of this Lease (or if Landlord provides a written notice to Tenant and thereafter with the passage of time Tenant would be in default of this Lease), following Tenant's completion of the Initial Alterations, within thirty (30) days following Tenant's written request along with the Final Disbursement Documentation (as defined in Section 2 of **Exhibit C** attached to this Lease) Landlord agrees that the Security Deposit shall be reduced to an amount equal to \$398,750.00 (to the extent not applied in accordance with this Paragraph 20), and Landlord shall, within ten (10) days of receipt of all such Final Disbursement Documentation and a written request to make such reduction in security Deposit amount refund to Tenant the remaining unapplied portion of the Security Deposit in excess of \$398,750.00 (which, if no part of the Security Deposit is applied pursuant to this Lease, shall be an amount equal to \$797,500.00). If Tenant fails to qualify for such reduction in the Security Deposit amount due to a breach or default by Tenant as described above, once Tenant cures such breach or default and there is no then-outstanding breach or default by Tenant hereunder as described above, Tenant may once again request and be entitled to receive such reduction in the Security Deposit amount. The Security Deposit is not an advance rental deposit or a measure of damages incurred by Landlord in case of Tenant's default. Upon the occurrence of any event of default (after notice and applicable cure periods unless Landlord is unable to freely issue such notice, for example, if Tenant files a bankruptcy petition) by Tenant, Landlord may from time to time, without prejudice to any other remedy provided herein or by law, use such fund as a credit to the extent necessary to credit against any arrears of Rent or other payments due to Landlord hereunder, and any other damage, injury, expense or liability caused by such event of default, and Tenant shall pay to Landlord, on demand, the amount so applied in order to restore the Security Deposit to its original amount. Any remaining balance of the Security Deposit shall be returned by Landlord to Tenant within thirty (30)

days after the later of (i) termination of this Lease and Tenant's surrender of the Premises in accordance with the terms and conditions of this Lease, and (ii) Tenant's cure of any then-outstanding breach or default of this Lease, which, prior to returning the same to Tenant, the Security Deposit may be reduced by such amounts as may be required by Landlord to remedy defaults on the part of Tenant in the payment of Rent or other obligations of Tenant under this Lease. Landlord is hereby granted a security interest in the Security Deposit in accordance with applicable provisions of the California Commercial Code. Landlord may use and commingle the Security Deposit with other funds of Landlord. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of any Regulations, now or hereinafter in force, which restricts the amount or types of claim that a landlord may make upon a security deposit or imposes upon a landlord (or its successors) any obligation with respect to the handling or return of security deposits.

20. LIMITATION OF TENANT'S REMEDIES

The obligations and liability of Landlord to Tenant for any default by Landlord under the terms of this Lease are not personal obligations of Landlord or of the individual or other partners of Landlord or its or their partners, directors, officers, or shareholders, and Tenant agrees to look solely to Landlord's interest in the Project for the recovery of any amount from Landlord, and shall not look to other assets of Landlord nor seek recourse against the assets of the individual or other partners of Landlord or its or their partners, directors, officers or shareholders. For purposes hereof, "interest in the Project" shall include insurance proceeds (provided, however, that in no event shall Tenant, or anyone claiming on behalf of or through Tenant, be deemed or otherwise considered a loss payee under any insurance policies), rents due from Tenant, and proceeds from the sale or condemnation or eminent domain proceedings (following and to the extent actually received by Landlord and prior to the distribution of same to any partner or shareholder of landlord or any other third party). Any lien obtained to enforce any such judgment and any levy of execution thereon shall be subject and subordinate to any lien, mortgage or deed of trust on the Building. Under no circumstances shall Tenant have the right to offset against or recoup Rent or other payments due and to become due to Landlord hereunder except as expressly provided in this Lease, which Rent and other payments shall be absolutely due and payable hereunder in accordance with the terms hereof. In no case shall Landlord be liable to Tenant for any lost profits, damage to business, or any form of special, indirect or consequential damage on account of any breach of this Lease or otherwise, notwithstanding anything to the contrary contained in this Lease. The terms and conditions of this Paragraph 21 are in addition to and not in limitation of Paragraph 30.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be liable to Landlord for any special, indirect or consequential damages except for any damages recoverable pursuant to Paragraphs 4.D and 25 and provided that Tenant hereby acknowledges and agrees that the foregoing shall not prevent Landlord from recovering any and all damages to which Landlord is entitled in Paragraph 26 of this Lease following a default by Tenant hereunder.

21. ASSIGNMENT AND SUBLETTING

A. (1) General. Except as provided herein this Section 21, Tenant shall not assign this Lease or sublet the Premises or any part thereof, without Landlord's prior written consent (not to be unreasonably withheld, conditioned or delayed). If Tenant desires to assign this Lease or sublet any or all of the Premises, Tenant shall give Landlord written notice (the "**Transfer Notice**") at least thirty (30) days prior to the anticipated effective date of the proposed assignment or sublease, which shall contain all of the information listed below to address Landlord's decision criteria specified hereinafter. Landlord shall then have a period of fifteen (15) days following receipt of the Transfer Notice to notify Tenant in writing that Landlord elects whether to consent to the proposed assignment or sublease. If Landlord should fail to notify Tenant in writing of such election within said period, Tenant may tender a second written notice to Landlord requesting such consent and containing a copy of the initial written notice. If Landlord fails to notify Tenant of Landlord's election in writing within a ten (10) Business Day period from the date of Landlord's receipt of Tenant's second notice, Landlord shall be deemed to have consented to the subject sublease or assignment. Consent to any assignment or subletting shall not constitute consent to any subsequent transaction to which this Paragraph 21 applies. Tenant hereby waives the provisions of Section 1995.310 of the California Civil Code, or any similar or successor Regulations, now or hereinafter in effect, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all applicable Regulations, on behalf of the proposed assignee or subtenant.

(2) Conditions of Landlord's Consent. Without limiting the other instances in which it may be reasonable for Landlord to withhold Landlord's consent to an assignment or subletting, Landlord and Tenant acknowledge that it shall be reasonable for Landlord to withhold Landlord's consent in the following instances: if the proposed assignee does not agree to be bound by and assume the obligations of Tenant under this Lease in form and substance satisfactory to Landlord; the use of the Premises by such proposed assignee or subtenant would not be a Permitted Use; or the proposed assignee or subtenant is a governmental agency, or the financial standing of the proposed assignee is materially worse than that of Tenant as of the Lease Date or of the proposed subtenant is not sufficient to

meet such proposed subtenant's obligations under the subject sublease and its other obligations as reasonably determined by Landlord. Failure by or refusal of Landlord to consent to a proposed assignee or subtenant shall not cause a termination of this Lease. Failure by or refusal of Landlord to consent to a proposed assignee or subtenant shall not cause a termination of this Lease. In connection with each request for assignment or subletting, Tenant shall pay to Landlord Landlord's standard fee for approving such requests up to a maximum amount of \$1,500.00, which shall cover and include all costs incurred by Landlord or any mortgagee or ground lessor in approving each such request and effecting any such transfer, including, without limitation, reasonable attorneys' fees.

B. Bonus Rent. Except with respect to a Permitted Transfer and any Desk Sharing arrangement pursuant to this Lease, any Rent or other consideration realized by Tenant under any such sublease or assignment in excess of the Rent payable hereunder, after deduction of amortization of a reasonable brokerage commission and attorneys fees incurred by Tenant, shall be divided and paid, fifty percent (50%) to Tenant, fifty percent (50%) to Landlord.

C. [INTENTIONALLY OMITTED]

D. [INTENTIONALLY OMITTED]

E. Liability. No assignment or subletting by Tenant, permitted or otherwise, shall relieve Tenant of any obligation under this Lease or any guarantor of this Lease of any liability under its guaranty or alter the primary liability of the Tenant named herein for the payment of Rent or for the performance of any other obligations to be performed by Tenant, including obligations contained in Paragraph 25 with respect to any assignee or subtenant. Landlord may collect rent or other amounts or any portion thereof from any assignee, subtenant, or other occupant of the Premises, permitted or otherwise, and apply the net rent collected to the Rent payable hereunder, but no such collection shall be deemed to be a waiver of this Paragraph 22, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of the obligations of Tenant under this Lease or of any guarantor. Any assignment or subletting which conflicts with the provisions hereof shall be void.

F. Permitted Transfers. Notwithstanding anything set forth in this Lease to the contrary, Tenant may assign its entire interest under this Lease to its affiliate or to a successor to Tenant by purchase, merger, consolidation or reorganization, including any change of the organizational form of Tenant (e.g. from a limited liability partnership to a limited liability company or corporation), or a purchaser of at least ninety percent (90%) of Tenant's assets or direct or indirect ownership interests, in either case as an ongoing concern (each of the following shall be a "**Permitted Transferee**", and collectively are "**Permitted Transferees**") without the consent of Landlord but with no less than ten (10) days prior written notice provided that all of the following conditions are satisfied in Landlord's reasonable discretion (a "**Permitted Transfer**"): (1) no uncured Event of Default exists under this Lease that is not cured concurrently with the Permitted Transfer; (2) such Permitted Transferee has a tangible net worth sufficient to fulfill the obligations of the original Tenant under this Lease being assumed by the Permitted Transferee (or in the case of a sublease to a Permitted Transferee a tangible net worth sufficient to fulfill the obligations of the subtenant under the sublease); and (3) such affiliate's or successor's use of the Premises shall not conflict with the Permitted Use. If requested by Landlord, the affiliate or successor shall sign a commercially reasonable form of assumption agreement. Any Permitted Transfer pursuant to the provisions of this Paragraph 22.F shall be subject to all of the provisions of this Lease. Tenant shall remain liable under this Lease after any such transfer.

G. Desk Sharing. Notwithstanding any provision of this **Section 21** to the contrary, Landlord's prior written consent shall not be required for Tenant to permit or license other persons or entities with whom Tenant has ongoing business relations to share and use space occupied by Tenant, including, but not limited to, Robinhood International, Robinhood Financial, LLC and Robinhood Securities, LLC, provided that all the following conditions and covenants are satisfied and performed with respect to such sharing and use of space ("**Desk Sharing**"): (1) the space for any such Desk Sharing user (each, a "**Permitted User**") is not separately demised; (2) Tenant shall be responsible for allowing or denying access to the Premises to any persons or entities with whom such Desk Sharing arrangement exists, (3) Tenant shall cause such Permitted User to comply with all provisions of this Lease, and a default by such Permitted User shall be deemed a default by Tenant under this Lease; and (4) in no event shall this Paragraph 22.G or the occupancy of any portion of the Premises by such Permitted User be deemed to create a landlord/tenant relationship or any other contractual relationship between Landlord and such Permitted User, and, in all instances, Tenant shall be considered the sole tenant under this Lease notwithstanding the occupancy of any portion of the Premises by such Permitted User. Tenant shall not identify any party as a Permitted User solely in an effort to contravene the requirement for Landlord's consent and other applicable sections of this Lease respecting assignments of this Lease and subleases of all or any portion of the Premises as the same are set forth in this Lease.

22. AUTHORITY

Landlord represents and warrants that it has full right and authority to enter into this Lease and to perform all of Landlord's obligations hereunder and that all persons signing this Lease on its behalf are authorized to do. Tenant and the person or persons, if any, signing on behalf of Tenant, jointly and severally represent and warrant that Tenant has full right and authority to enter into this Lease, and to perform all of Tenant's obligations hereunder, and that all persons signing this Lease on its behalf are authorized to do so.

23. CONDEMNATION

A. Condemnation Resulting in Termination. If the whole or any substantial part of the Building should be taken or condemned for any public use under any Regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the Permitted Use of the Premises as mutually determined by Landlord and Tenant reasonably and in good faith using prudent business judgment, either party shall have the right to terminate this Lease at its option. If any material portion of the Project outside the Building which portion is necessary for Tenant's continued business operations in the Building is taken or condemned for any public use under any Regulation, or by right of eminent domain, or by private purchase in lieu thereof, for a period in excess of six (6) consecutive full calendar months, Landlord and Tenant each may terminate this Lease at its option. In either of such events, the Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises shall have occurred. Landlord shall not in bad faith terminate this Lease pursuant to the terms of this Paragraph 24 solely for the purpose of replacing Tenant with a successor tenant at a higher rental rate.

B. Condemnation Not Resulting in Termination. If a portion of the Building of which the Premises are a part should be taken or condemned for any public use under any Regulation, or by right of eminent domain, or by private purchase in lieu thereof, and the taking prevents or materially interferes with the Permitted Use of the Premises, and this Lease is not terminated as provided in Paragraph 23.A. above, the Rent payable hereunder during the unexpired portion of this Lease shall be reduced, beginning on the date when the physical taking shall have occurred, to such amount as may be fair and reasonable under all of the circumstances, but only after giving Landlord credit for all sums received or to be received by Tenant by the condemning authority. Notwithstanding anything to the contrary contained in this Paragraph, if the temporary use or occupancy of any part of the Premises shall be taken or appropriated under power of eminent domain during the Term, this Lease shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all Rent payable hereunder by Tenant during the Term; in the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the use of or occupancy of the Premises during the unexpired Term; provided, however, if a substantial portion or a critical portion of the Building is taken for more than six (6) consecutive months, then Tenant at its option, may terminate this Lease by providing written notice of such termination to Landlord within thirty (30) days of the expiration of such six (6) full calendar month period and in such event the Lease shall terminate as of the date of Tenant's notice to Landlord.

C. Award. Landlord shall be entitled to (and Tenant shall assign to Landlord) any and all payment, income, rent, award or any interest therein whatsoever which may be paid or made in connection with such taking or conveyance and Tenant shall have no claim against Landlord or otherwise for any sums paid by virtue of such proceedings, whether or not attributable to the value of any unexpired portion of this Lease, except as expressly provided in this Lease. Notwithstanding the foregoing, any compensation specifically and separately awarded Tenant for Tenant's personal property and moving costs, shall be and remain the property of Tenant.

D. Waiver of CCP§1265.130. Each party waives the provisions of California Civil Code Procedure Section 1265.130 allowing either party to petition the superior court to terminate this Lease as a result of a partial taking.

24. CASUALTY DAMAGE

A. General. If the Premises or Building should be damaged or destroyed by fire, tornado, or other casualty (collectively, "Casualty"), Tenant shall give prompt written notice thereof to Landlord. Within thirty (30) days after Landlord's receipt of such notice, Landlord shall notify Tenant whether in Landlord's estimation (based on an estimate provided by a disinterested third party) material restoration of the Premises can reasonably be made within one hundred eighty (180) days from the date of Casualty. Landlord's determination shall be binding on Tenant. Landlord shall not in bad faith terminate this Lease pursuant to the terms of this Paragraph 25 solely for the purpose of replacing Tenant with a successor tenant at a higher rental rate.

B. Within 180 Days. If the Premises or Building should be damaged by Casualty to such extent that material restoration can in Landlord's estimation (as provided above) be reasonably completed within one hundred eighty (180) days after the date of such Casualty, this Lease shall not terminate. Provided that insurance proceeds (together with Tenant's

payment of any deductibles as part of Operating Expenses) are received by Landlord to fully repair the damage, Landlord shall proceed to rebuild and repair and restore the Premises diligently and in the manner determined by Landlord, except that Landlord shall not be required to rebuild, repair or replace any part of any Alterations which may have been placed on or about the Premises or paid for by Tenant (including, without limitation, the Initial Alterations). If the Premises are untenantable by Tenant for Tenant's Permitted Use as used immediately before the Casualty in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenantable shall be abated proportionately. If there are insufficient insurance proceeds available to Landlord to repair and restore the Premises as required by this Paragraph 25 and Landlord therefore notifies Tenant of Landlord's election not to perform such repairs and restorations in accordance with this Lease, Tenant may terminate this Lease by providing written notice to Landlord within ten (10) days of delivery of Landlord's notice to Tenant.

C. Greater than 180 Days. If the Premises or Building should be damaged by Casualty to such extent that rebuilding or repairs cannot in Landlord's estimation be reasonably completed within one hundred eighty (180) days after the date of Casualty, then (A) Landlord shall have the option of either: (1) terminating this Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of this Lease; or (2) if Tenant does not exercise its right to terminate hereunder, if applicable, continuing the Lease thereby obligating Landlord to rebuild or repair the Premises diligently and in the manner determined by Landlord, and (B) by providing written notice to Landlord within ten (10) business days of the date Landlord notifies Tenant of the estimated time for restoration and repair as set forth in Paragraph 25.A above, terminating this Lease effective upon the date of the occurrence of such damage, in which event the Rent shall be abated during the unexpired portion of this Lease. Landlord shall notify Tenant of its election within thirty (30) days after Landlord's receipt of notice of the damage or destruction. Notwithstanding the above, Landlord shall not be required to rebuild, repair or replace any part of any Alterations which may have been placed, on or about the Premises or paid for by Tenant (including, without limitation, the Initial Alterations). If the Premises are untenantable by Tenant for Tenant's Permitted Use as used immediately before the Casualty in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenantable shall be abated proportionately.

D. Tenant's Fault. Notwithstanding anything herein to the contrary, if the Premises or any other portion of the Building are damaged by Casualty resulting from the gross negligence, or willful misconduct by Tenant or any of Tenant's Parties, Base Rent and Additional Rent shall not be diminished during the repair of such damage and, subject to Paragraph 9 and Landlord's obligation to make a claim on Landlord's insurance coverage pursuant to Paragraph 8, Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by insurance proceeds (or would have been covered if the parties hereto had carried the insurance coverages required by the terms and conditions of this Lease).

E. Insurance Proceeds. Notwithstanding anything herein to the contrary, if the Premises or Building are damaged or destroyed and are not fully covered by the insurance proceeds received by Landlord (or would have been received by Landlord in the event Landlord did not carry the insurance required pursuant to this Lease) or if the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then in either case Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within thirty (30) days after the date of notice to Landlord that said damage or destruction is not fully covered by insurance or such requirement is made by any such holder, as the case may be, whereupon this Lease shall terminate.

F. Waiver. This Paragraph 25 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building. As a material inducement to Landlord entering into this Lease, Tenant hereby waives any rights it may have under Sections 1932, 1933(4), 1941 or 1942 of the Civil Code of California with respect to any destruction of the Premises, Landlord's obligation for tenantability of the Premises and Tenant's right to make repairs and deduct the expenses of such repairs, or under any similar law, statute or ordinance now or hereafter in effect.

G. Tenant's Personal Property. In the event of any damage or destruction of the Premises or the Building, under no circumstances shall Landlord be required to repair any injury or damage to, or make any repairs to or replacements of, Tenant's personal property.

H. Tenant's Right to Terminate. If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Building by Casualty, and Landlord does not elect to terminate as provided above, then Tenant may elect to terminate this Lease if: (a) Landlord's estimate of the time required to complete Landlord's repair obligations under this Lease is greater than one hundred eighty (180) days from the date of the Casualty, and if (b) the Casualty occurs during the last two (2) years of the Term, and the Casualty was not caused by the negligence or willful misconduct of Tenant or any Tenant Party. If Tenant elects to terminate this Lease pursuant to the provisions of this Paragraph

25, Tenant shall give notice Landlord of such election to terminate within thirty (30) days after Landlord's notice to Tenant pursuant to Paragraph 25.A above.

25. HOLDING OVER

Unless Landlord expressly consents in writing to Tenant's holding over, Tenant shall be unlawfully and illegally in possession of the Premises, whether or not Landlord accepts any rent from Tenant or any other person while Tenant remains in possession of the Premises without Landlord's written consent. If Tenant shall retain possession of the Premises or any portion thereof without Landlord's consent following the expiration of this Lease or sooner termination for any reason, then Tenant shall pay to Landlord for each day of such retention during such holding over period, one hundred fifty percent (150%) of Base Rent and one hundred percent (100%) of all Additional Rent as of the last month prior to the date of expiration or earlier termination. Tenant shall also indemnify, defend, protect and hold Landlord harmless from any loss, liability or cost, including consequential and incidental damages and reasonable attorneys' fees, incurred by Landlord resulting from delay by Tenant in surrendering the Premises, including, without limitation, any claims made by the succeeding tenant founded on such delay. Acceptance of Rent by Landlord following expiration or earlier termination of this Lease, or following demand by Landlord for possession of the Premises, shall not constitute a renewal of this Lease, and nothing contained in this Paragraph 26 shall waive Landlord's right of reentry or any other right. Additionally, if upon expiration or earlier termination of this Lease, or following demand by Landlord for possession of the Premises, Tenant has not fulfilled its obligation with respect to repairs and cleanup of the Premises or any other Tenant obligations as set forth in this Lease, then Landlord shall have the right to perform any such obligations as it deems necessary at Tenant's sole cost and expense, and any time required by Landlord to complete such obligations shall be considered a period of holding over and the terms of this Paragraph 26 shall apply. The provisions of this Paragraph 26 shall survive any expiration or earlier termination of this Lease.

26. DEFAULT

A. Events of Default. The occurrence of any of the following shall constitute an event of default on the part of Tenant:

(1) Abandonment. Abandonment or vacation of the Premises for a continuous period in excess of fourteen (14) days and a concurrent failure to pay any rents due hereunder; provided, however, that (i) so long as the Premises remains reasonably secure and does not appear abandoned; (ii) notwithstanding anything to the contrary contained in the Lease, during any such abandonment or vacation, Landlord shall be permitted to enter the Building at any time upon at least twenty-four (24) hours' prior notice (written or oral) except in the case of an emergency (in which case no notice shall be required), provided that, if applicable, Landlord shall use commercially reasonable efforts to comply with Tenant's reasonable security measures of which Landlord is notified in advance in writing; (iii) to the extent that any Building systems reasonably need to be operated to maintain the same, Tenant shall operate such Building systems to maintain the same in good working order; (iv) Tenant maintains the Building in accordance with applicable Requirements to the extent required by the terms and conditions of this Lease and all approvals applicable to the Building; and (v) Tenant continues to pay all rent when due and payable hereunder (collectively, each, an "**Abandonment Exception Condition**" and, collectively, the "**Abandonment Exception Conditions**"), a vacation or abandonment of the Premises shall not be deemed to be a default by Tenant hereunder unless the same would cause Landlord to be in breach or default under any loan document applicable to the Premises. Notwithstanding the foregoing, Tenant shall not be deemed to have failed to satisfy the Abandonment Exception Conditions for purposes of this Paragraph unless Landlord has first provided Tenant written notice that Tenant has failed to comply with any particular Abandonment Exception Condition(s) and Tenant thereafter fails to comply with such Abandonment Exception Condition(s) within ten (10) days after Landlord's delivery of such notice. Tenant waives any right to notice Tenant may have under Section 1951.3 of the Civil Code of the State of California, the terms of this Paragraph 27.A. being deemed such notice to Tenant as required by said Section 1951.3.

(2) Nonpayment of Rent. Failure to pay any installment of Rent or any other amount due and payable hereunder for five (5) days following written notice from Landlord of the failure to pay such Rent by the date when said payment is due, as to which time is of the essence.

(3) Other Obligations. Failure to perform any obligation, agreement or covenant under this Lease other than those matters specified in subparagraphs (1) and (2) of this Paragraph 27.A., and in Paragraphs 8, 16, 18 and 25 (provided that the notice and cure periods set forth therein shall apply to the parties), such failure continuing for fifteen (15) days after written notice of such failure, as to which time is of the essence; however, if Tenant's failure to comply cannot reasonably be cured within 15 days, Tenant shall be allowed additional time (not to exceed an additional 90 days) as is reasonably necessary to cure the failure so long as: (1) Tenant commences to cure the

failure within the 15 day period following Landlord's initial written notice, and (2) Tenant diligently pursues a course of action that will cure the failure and bring Tenant back into compliance with this Lease.

(4) **General Assignment.** A general assignment by Tenant for the benefit of creditors.

(5) **Bankruptcy.** The filing of any voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of sixty (60) days. If under applicable law, the trustee in bankruptcy or Tenant has the right to affirm this Lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmation of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease.

(6) **Receivership.** The employment of a receiver to take possession of substantially all of Tenant's assets or Tenant's leasehold of the Premises, if such appointment remains undismissed or undischarged for a period of sixty (60) days after the order therefor.

(7) **Attachment.** The attachment, execution or other judicial seizure of all or substantially all of Tenant's assets or Tenant's leasehold of the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of sixty (60) days after the levy thereof.

(8) **Insolvency.** The admission by Tenant in writing of its inability to pay its debts as they become due.

B. Remedies Upon Default.

(1) **Termination.** In the event of the occurrence of any event of default, Landlord shall have the right to give a written termination notice to Tenant, and on the date specified in such notice, Tenant's right to possession shall terminate this Lease shall terminate. At any time after such termination, Landlord may recover possession of the Premises or any part thereof and expel and remove therefrom Tenant and any other person occupying the same, including any subtenant or subtenants notwithstanding Landlord's consent to any sublease, by any lawful means, and again repossess and enjoy the Premises without prejudice to any of the remedies that Landlord may have under this Lease, or at law or equity by any reason of Tenant's default or of such termination. Landlord hereby reserves the right, but shall not have the obligation, to recognize the continued possession of any subtenant. The delivery or surrender to Landlord by or on behalf of Tenant of keys, entry codes, or other means to bypass security at the Premises shall not terminate this Lease.

(2) **Continuation After Default.** Even though an event of default may have occurred, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Paragraph 26.B(1) hereof. Landlord shall have the remedy described in California Civil Code Section 1951.4 ("Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations"), or any successor code section. Accordingly, if Landlord does not elect to terminate this Lease on account of any event of default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover Rent as it becomes due. Reasonable acts of maintenance, preservation or efforts to lease the Premises or the appointment of a receiver under application of Landlord to protect Landlord's interest under this Lease or other reasonable entry by Landlord upon the Premises shall not constitute an election to terminate Tenant's right to possession.

(3) **Waiver by Tenant.** TENANT HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY SECTION 3275 OF THE CIVIL CODE OF CALIFORNIA AND BY SECTIONS 1174 (c) AND 1179 OF THE CODE OF CIVIL PROCEDURE OF CALIFORNIA AND ANY AND ALL OTHER LAWS AND RULES OF LAW FROM TIME TO TIME IN EFFECT DURING THIS LEASE TERM PROVIDING THAT TENANT SHALL HAVE ANY RIGHT TO REDEEM, REINSTATE OR RESTORE THIS LEASE FOLLOWING ITS TERMINATION BY REASON OF TENANT'S BREACH.

C. Damages After Default. Should Landlord terminate this Lease pursuant to the provisions of Paragraph 26.B(1) hereof, Landlord shall have the rights and remedies of a Landlord provided by Section 1951.2 of the Civil Code of the State of California, or any successor code sections. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled under applicable law or at equity, Landlord shall be entitled to recover from Tenant: (1) the worth at the time of award of the unpaid Rent and other amounts 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 and other amounts that would have been earned after the

date of termination until the time of award exceeds the amount of such Rent 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 and other amounts for the balance of the Term after the time of award exceeds the amount of such Rent loss that the Tenant proves could be reasonably avoided; and (4) any other amount and court costs necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom. The "worth at the time of award" as used in (1) and (2) above shall be computed at the Applicable Interest Rate (defined below). The "worth at the time of award" as used in (3) above shall be computed by discounting such amount at the Federal Discount Rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). If this Lease provides for any periods during the Term during which Tenant is not required to pay Base Rent or if Tenant otherwise receives a Rent concession, then upon the occurrence of an event of default, Tenant shall owe to Landlord the full amount of such Base Rent or value of such Rent concession, plus interest at the Applicable Interest Rate, calculated from the date that such Base Rent or Rent concession would have been payable.

D. Late Charge. In addition to its other remedies, Landlord shall have the right without notice or demand to add to the amount of any payment required to be made by Tenant hereunder, and which is not paid and received by Landlord on or before the fifth day of each calendar month, an amount equal to an amount equal to four percent (4%) of the delinquent amount, or \$150.00, whichever amount is greater, that the foregoing late charge shall not apply to the first such late payment in any twelve (12) month period of the Term of this Lease or any extension thereto until following written notice to Tenant and the expiration of five (5) days thereafter without cure. A late charge shall not be charged more than once on any payment not made when due. Any waiver by Landlord of any late charges or failure to claim the same shall not constitute a waiver of other late charges or any other remedies available to Landlord.

E. Interest. Interest shall accrue on all sums not paid within five (5) days from when due hereunder at the lesser of ten percent (10%) per annum or the maximum interest rate allowed by law ("**Applicable Interest Rate**") from the due date until paid.

F. Remedies Cumulative. All of Landlord's rights, privileges and elections or remedies are cumulative and not alternative, to the extent permitted by law and except as otherwise provided herein.

G. Replacement of Statutory Notice Requirements. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notice required by California Code of Civil Procedure Section 1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by this Paragraph 27 shall replace and satisfy the statutory service-of-notice procedures, including those required by California Code of Civil Procedure Section 1162 or any similar or successor statute.

H. Landlord Default; Tenant Self-Help. If Landlord defaults in performing any of its non-structural related repair and maintenance obligations to the Premises, including the performance of the Landlord Work, as expressly stated in this Lease, and such default creates a risk of imminent injury to person or substantial damage to Tenant's personal property or unreasonably and materially interferes with Tenant's permitted use of or ability to conduct its normal business operations at the Premises, and such default is not remedied by Landlord within thirty (30) days after Tenant shall have given Landlord written notice specifying in reasonable detail such default (or such reasonable shorter period in an emergency situation), and in the case of any such default which cannot with due diligence and in good faith be cured within thirty (30) days, within such additional period as may be reasonably required to cure such default with due diligence and in good faith (it being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Landlord is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith), then Tenant, as its sole remedy only to the extent Tenant elects to undertake such Landlord obligation (provided that to the extent Tenant does not elect this self-help remedy, Tenant's remedies as set forth in this Lease or otherwise available to Tenant at law or in equity shall remain available to Tenant), without being obligated to do so, shall have the right, but not the obligation, to perform the nonstructural repair or maintenance obligation to the Premises which Landlord failed to perform. The full amount of the documented, third party out-of-pocket reasonable costs and expenses so incurred by Tenant (the "**Reimbursable Costs**") shall be paid by Landlord to Tenant, within thirty (30) days after written demand therefore (provided that such written demand is accompanied by reasonable documented evidence of the Reimbursable Costs (the "**Required Reimbursement Documentation**")); provided, however, in no event shall such Reimbursable Costs exceed \$150,000.00 in any one instance. Tenant shall give no less than three (3) business days prior written notice to Landlord of Tenant's intention to exercise its rights under this Paragraph 27.H. In the event Tenant exercises its rights under this Paragraph, Tenant shall use only those contractors used by Landlord in the Building for work unless (a) such contractors are unwilling or unable to perform, or timely perform, such work, (b) such contractors are unwilling to perform such work for a price that is market-based, or (c)

Landlord fails to identify who the approved contractors are for work in the Building within one (1) business day following Tenant's request therefor, in any of which events Tenant may utilize the services of any other appropriately insured, bonded and licensed (in the state in which the Building is located) contractor which normally and regularly performs similar work in comparable buildings. Prior to starting any such work, Tenant shall furnish Landlord with plans and specifications therefor, if appropriate; copies of contracts; necessary governmental permits and approvals; evidence of contractor's and subcontractor's insurance. All such work shall be performed in a good and workmanlike manner using materials of a quality that is at least equal to the minimum quality for the Building. Tenant shall comply with the Rules and Regulations and the terms and conditions contained in this Lease for the performance of work in the Building which have been provided to Tenant (provided that, except as required by applicable law, Landlord hereby agrees that Landlord shall not modify any of the Rules and Regulations as they related to Tenant's performance of its self-helps rights as set forth in this Lease during such performance). Upon completion of any such work, Tenant shall furnish "as-built" plans (to the extent appropriate), completion affidavits, full and final waivers of lien and receipted bills covering all labor and materials. Tenant shall assure that the work comply with all insurance requirements of this Lease and applicable Laws. If any such work will adversely affect the common areas of the Building or the exterior appearance of the Building, Tenant shall not be permitted to perform such work.

Notwithstanding anything to the contrary set forth herein, provided that Tenant has provided the Required Reimbursement Documentation and Tenant has otherwise complied with all material terms and conditions of this Paragraph 27.H, (the **"Reimbursement Conditions"**), if (a) Tenant submits a request for reimbursement of the Reimbursable Costs pursuant to this Lease, and (b) Landlord fails to either pay the amount owed to Tenant or provide Tenant with written notice (which shall be delivered in accordance with the Notices provision of the Lease) of any Reimbursement Condition that Tenant has failed to satisfy within ten (10) days following Tenant's written request, Tenant shall have the right to provide Landlord with a second request for reimbursement, which second notice (which shall be delivered in accordance with the notices provision of the Lease) must state substantially the following in bold and capped font: **"THIS IS TENANT'S SECOND REQUEST FOR REIMBURSEMENT TO LANDLORD. LANDLORD FAILED TO PAY TO TENANT THE REIMBURSABLE COST IN ACCORDANCE WITH THE TERMS OF ARTICLE 10 OF THE LEASE. IF LANDLORD FAILS TO PAY SUCH REIMBURSABLE COSTS OR SPECIFY IN WRITING WHICH REIMBURSEMENT CONDITIONS TENANT HAS FAILED TO SATISFY WITHIN TEN (10) DAYS FOLLOWING LANDLORD'S RECEIPT OF THIS NOTICE, TENANT SHALL HAVE THE RIGHT TO DEDUCT (UP TO 50% OF THE AMOUNT OF BASE RENT DUE UNDER THE LEASE PER MONTH UNTIL FULLY DISBURSED) THE REIMBURSABLE COSTS DUE AND PAYABLE TO TENANT FROM THE NEXT INSTALLMENT OF RENT PAYABLE BY TENANT UNDER THE LEASE."** If Tenant's second notice substantially complies with the terms of this Paragraph and Landlord's failure to respond continues for ten (10) days after its receipt of such second request from Tenant, so long as the Reimbursement Conditions have been fully satisfied, Tenant shall be entitled to deduct (up to 50% of the Base Rent due under this Lease per month until fully disbursed) the Reimbursable Costs due and payable to Tenant hereunder from the next installment(s) of Base Rent due under the Lease, provided that Tenant shall endeavor to provide Landlord with reasonably detailed invoice of such amounts deducted from Base Rent hereunder prior to any such deduction. Notwithstanding the foregoing, if within such ten (10) day period Landlord provides written notice to Tenant specifying any conditions to payment of the Reimbursable Costs that have not been satisfied by Tenant or if Landlord otherwise reasonably and in good faith disputes that Tenant has fulfilled the requirements for such reimbursement (which written response shall reasonably describe the basis for Landlord's dispute), then Tenant shall not be entitled to deduct such amounts in dispute from Base Rent in accordance with this Paragraph until such time as Tenant has reasonably satisfied such condition(s) to payment and, after providing the written notices set forth above, Landlord fails to pay the then-overdue Reimbursable Costs to Tenant within ten (10) days thereafter. For avoidance of doubt, the parties specifically agree that nothing contained in this Paragraph 27 shall limit or modify Tenant's abatement rights to the extent expressly provided in this Lease.

Except as otherwise provided in this Lease, and after notice of default under this Lease to Landlord and the expiration of fifteen (15) days thereafter (or such longer period as set forth in this Lease) to cure (provided that if Landlord's failure to comply cannot reasonably be cured within fifteen (15) days, Landlord shall be allowed additional time (not to exceed an additional ninety (90) days) as is reasonably necessary to cure the failure so long as: (1) Landlord commences to cure the failure within the fifteen (15) day period following Tenant's initial written notice, and (2) Landlord diligently pursues a course of action that will cure the failure and bring Landlord back into compliance with this Lease), Tenant shall not be deemed to waive its rights and remedies regarding this Lease, and shall have all rights and remedies available at law or in equity.

27. LIENS

Tenant shall at all times keep the Premises and the Building free from liens arising out of or related to work or services performed, materials or supplies furnished or obligations incurred by or on behalf of Tenant or in connection with work

made, suffered or done by or on behalf of Tenant in or on the Premises. If Tenant shall not, within ten (10) business days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be bonded over at Tenant's expense. All reasonable sums paid by Landlord on behalf of Tenant and all expenses reasonably incurred by Landlord in connection therefor shall be payable to Landlord by Tenant on demand with interest at the Applicable Interest Rate as Additional Rent. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord, the Premises, the Building and any other party having an interest therein, from mechanics' and materialmen's liens, and Tenant shall give Landlord not less than ten (10) business days prior written notice of the commencement of any work in the Premises or Building which could lawfully give rise to a claim for mechanics' or materialmen's liens to permit Landlord to post and record a timely notice of non-responsibility, as Landlord may elect to proceed or as the law may from time to time provide, for which purpose, if Landlord shall so determine, Landlord may enter the Premises. Tenant shall not remove any such notice posted by Landlord without Landlord's consent, and in any event not before completion of the work which could lawfully give rise to a claim for mechanics' or materialmen's liens.

28. [INTENTIONALLY DELETED]

29. TRANSFERS BY LANDLORD

In the event of a sale or conveyance by Landlord of the Building or a foreclosure by any creditor of Landlord, the same shall operate to release Landlord from any liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, to the extent required to be performed after the passing of title to Landlord's successor-in-interest; provided and only to the extent 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 such Landlord's obligations under this Lease either by contractual obligation, assumption agreement or by operation of law. In such event, Tenant agrees to look solely to the responsibility of the successor-in-interest of Landlord under this Lease with respect to the performance of the covenants and duties of "Landlord" to be performed after the passing of title to Landlord's successor-in-interest. This Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. Landlord's successor(s)-in-interest shall not have liability to Tenant with respect to the failure to perform any of the obligations of "Landlord," to the extent required to be performed prior to the date such successor(s)-in-interest became the owner of the Building unless and only to the extent such failure continues beyond the date of transfer.

30. RIGHT OF LANDLORD TO PERFORM TENANT'S COVENANTS

All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Base Rent, required to be paid by Tenant hereunder or shall fail to perform any other act on Tenant's part to be performed hereunder, including Tenant's obligations under Paragraph 11 hereof, and such failure shall continue for ten (10) days after notice thereof by Landlord, in addition to the other rights and remedies of Landlord, Landlord may, after Landlord tenders a second notice and such Tenant failure continues for five (5) days following delivery of such second notice, make any such payment and perform any such act on Tenant's part. In the case of an emergency, no prior notification by Landlord shall be required. Landlord may take such actions without any obligation and without releasing Tenant from any of Tenant's obligations. All sums so paid by Landlord and all incidental costs incurred by Landlord and interest thereon at the Applicable Interest Rate, from the date of payment by Landlord, shall be paid to Landlord on demand as Additional Rent.

31. WAIVER

If either Landlord or Tenant waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, or constitute a course of dealing contrary to the expressed terms of this Lease. The acceptance of Rent by Landlord (including, without limitation, through any "lockbox") shall not constitute a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time Landlord accepted such Rent. Failure by Landlord or Tenant to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease the right of Landlord or Tenant to insist thereafter upon strict performance by Tenant or Landlord, as the case may be. Waiver by Landlord or Tenant of any term, covenant or condition contained in this Lease may only be made by a written document signed by the waiving party, based upon full knowledge of the circumstances.

32. NOTICES

Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to sending, mailing, or delivery of any notice or the making of any payment by Landlord or Tenant to the other shall be deemed to be complied with when and if the following steps are taken:

A. Rent. All Rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at Landlord's Remittance Address set forth in the Basic Lease Information, or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay Rent and any other amounts to Landlord under the terms of this Lease shall not be deemed satisfied until such Rent and other amounts have been actually received by Landlord.

B. Other. All notices, demands, consents and approvals which may or are required to be given by either party to the other hereunder shall be in writing and either personally delivered, sent by commercial overnight courier, mailed, certified or registered, postage prepaid or sent by facsimile with confirmed receipt (and with an original sent by commercial overnight courier), and in each case addressed to the party to be notified at the Notice Address for such party as specified in the Basic Lease Information or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days notice to the notifying party. Notices shall be deemed served upon receipt or refusal to accept delivery. Tenant appoints as its agent to receive the service of all default notices and notice of commencement of unlawful detainer proceedings the person in charge of or apparently in charge of occupying the Premises at the time, and, if there is no such person, then such service may be made by attaching the same on the main entrance of the Premises.

C. Required Notices. Tenant shall promptly notify Landlord in writing of any written notice of a violation or a potential or alleged violation of any Regulation that relates to the Premises or the Building, or of any inquiry, investigation, enforcement or other action that is instituted or threatened by any governmental or regulatory agency against Tenant's use and/or occupancy at the Premises or any other occupant of the Premises, or any claim that is instituted or threatened by any third party that relates to the Premises or the Building.

33. ATTORNEYS' FEES

If Landlord places the enforcement of this Lease, or any part thereof, or the collection of any Rent due, or to become due hereunder, or recovery of possession of the Premises in the hands of an attorney, Tenant shall pay to Landlord, upon demand, Landlord's reasonable attorneys' fees and court costs, whether incurred without trial, at trial, appeal or review. In any action which Landlord or Tenant brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party including reasonable attorneys' fees, to be fixed by the court, and said costs and attorneys' fees shall be a part of the judgment in said action.

34. SUCCESSORS AND ASSIGNS

This Lease shall be binding upon and inure to the benefit of Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors, and to the extent assignment is approved by Landlord as provided hereunder, Tenant's assigns.

35. FORCE MAJEURE

Except to the extent expressly provided or limited elsewhere in this Lease, if performance by a party of any portion of this Lease is made impossible by any prevention, delay, or stoppage caused by strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes for those items, government actions, civil commotions, fire or other casualty, pandemic or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. Tenant's obligation to pay Rent and any Landlord obligation to pay sums to Tenant hereunder, however, is not excused by this Paragraph 36.

36. SURRENDER OF PREMISES

Tenant shall, upon expiration or sooner termination of this Lease, surrender the Premises to Landlord in good working order and repair and in no lesser condition as existed on the date Tenant originally took possession thereof, subject to normal wear and tear and Casualty and condemnation damage and repairs and maintenance for which Landlord is expressly liable under this Lease. Prior to the expiration or earlier termination of the Term of this Lease, Tenant shall remove all of its debris from the Building. Tenant may at any time during the Term or renewal thereof remove any fixture or equipment which Tenant has installed in the Premises, provided Tenant repairs and any damages caused by such removal. At or before the time of surrender, Tenant shall comply with the terms of Paragraph 12.A. hereof with respect to Alterations to the Premises

and all other matters addressed in such Paragraph. Tenant may at any time during the Term or renewal thereof remove any fixture or equipment which Tenant has installed in the Premises, and Tenant shall repair any damage caused by such removal. If the Premises are not so surrendered at the expiration or sooner termination of this Lease, the provisions of Paragraph 25 hereof shall apply. All keys to the Premises or any part thereof shall be surrendered to Landlord upon expiration or sooner termination of the Term. At least thirty (30) days prior to vacating the Premises, Landlord and Tenant shall work together to arrange to meet for a joint inspection of the Premises at the time of vacating. In the event of Tenant's failure to participate in such joint inspection scheduled by Landlord and Tenant, Landlord's good faith inspection at or after Tenant's vacating the Premises shall conclusively be deemed correct for purposes of determining Tenant's responsibility for repairs and restoration. Any delay in surrender beyond the Lease Term caused by Tenant's failure to carry out its obligations under this Paragraph 36, shall constitute a holdover of the Premises under Paragraph 25 hereof.

37. PARKING

Tenant and Tenant's Parties shall have the exclusive right to use up to the number of parking spaces specified in the Basic Lease Information for passenger-size automobiles, in the parking areas for the Building. Tenant shall have the right to designate up to ten (10) parking stalls near the front entrance of the Building for "Visitor Parking". The parking rights granted under this Paragraph 38 are personal to Tenant and are not transferable except in connection with an assignment of this Lease or sublease of the Premises (on a proportionate basis) in accordance with the requirements of this Lease and otherwise upon the express written consent of Landlord.

Tenant shall at all times comply and shall cause all Tenant's Parties and visitors to comply with all Regulations (subject to the express terms and conditions of this Lease) and any Rules and Regulations established from time to time by Landlord relating to parking at the Building, including any keycard, sticker or other identification or entrance system, and hours of operation, as applicable.

Subject to Paragraph 9 of this Lease and Landlord's obligation to make a claim against Landlord's insurance coverages as set forth in Paragraph 8, Landlord shall have no liability for any damage to property or other items located in the parking areas of the Building, nor for any personal injuries or death arising out of the use of parking areas in the Building by Tenant or any Tenant's Parties. Subject to compliance with all applicable Regulations, Tenant shall have the right (without Landlord's consent) to procure a valet service for the parking area in the Project (which service provider shall be reasonably acceptable to Landlord). Any and all costs shall be borne by Tenant, and any income from such service shall solely be Tenant's. Tenant shall be liable for all acts and negligent omissions of any such service provider while at or about the Project and Tenant's indemnity obligation regarding the Premises shall apply such service provider's entering upon and providing services at or about the Project. In all events, Tenant agrees to look first to its insurance carrier and to require that Tenant's Parties look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the parking areas.

38. MISCELLANEOUS

A. General. The term "Tenant" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, and their respective successors, executors, administrators and permitted assigns, according to the context hereof.

B. Time. Time is of the essence regarding this Lease and all of its provisions.

C. Choice of Law. This Lease shall in all respects be governed by the laws of the State of California.

D. Entire Agreement. This Lease, together with its Exhibits, addenda and attachments and the Basic Lease Information, contains all the agreements of the parties hereto and supersedes any previous negotiations. There have been no representations made by the Landlord or understandings made between the parties other than those set forth in this Lease and its Exhibits, addenda and attachments and the Basic Lease Information.

E. Modification. This Lease may not be modified except by a written instrument signed by the parties hereto. Tenant accepts the area of the Premises as specified in the Basic Lease Information as the approximate area of the Premises for all purposes under this Lease, and acknowledges and agrees that no other definition of the area (rentable, usable or otherwise) of the Premises shall apply. Tenant shall in no event be entitled to a recalculation of the square footage of the Premises, rentable, usable or otherwise, and no recalculation, if made, irrespective of its purpose, shall reduce Tenant's obligations under this Lease in any manner, including without limitation the amount of Base Rent payable by Tenant or Tenant's Proportionate Share of the Building.

F. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

G. Recordation. Tenant shall not record this Lease or a short form memorandum hereof.

H. Examination of Lease. Submission of this Lease to Tenant does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant.

I. Accord and Satisfaction. No payment by Tenant of a lesser amount than the total Rent due nor any endorsement on any check or letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction of full payment of Rent, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue other remedies. All offers by or on behalf of Tenant of accord and satisfaction are hereby rejected in advance.

J. Easements. Subject to the express terms and conditions contained in this Lease, Landlord may grant normal and customary easements on the Premises and dedicate for public use portions of the Premises (other than the Building) without Tenant's consent; provided that no such grant shall interfere (more than a de minimus amount) with Tenant's Permitted Use of the Premises. Upon Landlord's request, at no material cost to Tenant, Tenant shall execute, acknowledge and deliver to Landlord normal and customary, reasonable documents, instruments, maps and plats necessary to effectuate Tenant's covenants hereunder.

K. Drafting and Determination Presumption. The parties acknowledge that this Lease has been agreed to by both the parties, that both Landlord and Tenant have consulted with attorneys with respect to the terms of this Lease and that no presumption shall be created against Landlord because Landlord drafted this Lease. Except as otherwise specifically set forth in this Lease, with respect to any consent, determination or estimation of Landlord required or allowed in this Lease or requested of Landlord, Landlord's consent, determination or estimation shall be given or made solely by Landlord in Landlord's good faith opinion, whether or not objectively reasonable. If Landlord fails to respond to any request for its consent within the time period, if any, specified in this Lease, Landlord shall be deemed to have disapproved such request.

L. Exhibits. The Basic Lease Information, and the Exhibits, addenda and attachments attached hereto are hereby incorporated herein by this reference and made a part of this Lease as though fully set forth herein.

M. No Light, Air or View Easement. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Building shall in no way affect this Lease or impose any liability on Landlord.

N. No Third Party Benefit. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.

O. Quiet Enjoyment. Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to all of the other terms and conditions of this Lease. Subject to the foregoing, Landlord shall not be liable for any hindrance, interruption, interference or disturbance by third persons, nor shall Tenant be released from any obligations under this Lease because of such hindrance, interruption, interference or disturbance.

P. Counterparts; Electronic Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed an original. THE PARTIES HERETO CONSENT AND AGREE THAT THIS LEASE MAY BE SIGNED AND/OR TRANSMITTED BY FACSIMILE, E-MAIL OF A .PDF DOCUMENT OR USING ELECTRONIC SIGNATURE TECHNOLOGY (E.G., VIA DOCUSIGN OR SIMILAR ELECTRONIC SIGNATURE TECHNOLOGY), AND THAT SUCH SIGNED ELECTRONIC RECORD SHALL BE VALID AND AS EFFECTIVE TO BIND THE PARTY SO SIGNING AS A PAPER COPY BEARING SUCH PARTY'S HAND-WRITTEN SIGNATURE. THE PARTIES FURTHER CONSENT AND AGREE THAT (1) TO THE EXTENT A PARTY SIGNS THIS DOCUMENT USING ELECTRONIC SIGNATURE TECHNOLOGY, BY CLICKING "SIGN", SUCH PARTY IS SIGNING THIS LEASE ELECTRONICALLY, AND (2) THE ELECTRONIC SIGNATURES APPEARING ON THIS LEASE SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.

Q. Multiple Parties. If more than one person or entity is named herein as Tenant, such multiple parties shall have joint and several responsibility to comply with the terms of this Lease.

R. Prorations. Any Rent or other amounts payable to Landlord by Tenant hereunder for any fractional month shall be prorated based on a month of thirty (30) days. As used herein, the term “fiscal year” shall mean the calendar year or such other fiscal year as Landlord may deem appropriate.

S. Brokers. Tenant represents that it has dealt directly with and only with Tenant’s Broker (as defined in the Basic Lease Information) as Tenant’s broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Indemnities harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant Parties harmless from all claims of any brokers other than Landlord’s Broker (as defined in the Basic Lease Information) claiming to have represented Landlord in connection with this Lease.

T. Disclosures. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that as of the date of this Lease, the Premises has not undergone inspection by a “Certified Access Specialist” (“CASp”) to determine whether the Premises meet all applicable construction-related accessibility standards under California Civil Code Section 55.53. Landlord hereby discloses pursuant to California Civil Code Section 1938 as follows: “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.” Landlord and Tenant hereby acknowledge and agree that in the event Tenant elects to perform a CASp inspection of the Premises hereunder (the “**Inspection**”), such Inspection shall be (a) performed at Tenant’s sole cost and expense, (b) limited to the Premises and (c) performed by a CASp who has been approved or designated by Landlord prior to the Inspection. Any Inspection must be performed in a manner which minimizes the disruption of business activities in the Building, and at a time reasonably approved by Landlord. Landlord reserves the right to be present during the Inspection. Tenant agrees to: (i) promptly provide to Landlord a copy of the report or certification prepared by the CASp inspector upon request (the “**Report**”), and (ii) keep the information contained in the Report confidential, except to the extent required by Regulations, or to the extent disclosure is needed in order to complete any necessary modifications or improvements requirement to comply with all applicable accessibility standards under state or federal Regulations, as well as any other repairs, upgrades, improvements, modifications or alterations required by the Report or that may be otherwise required to comply with applicable Regulations or accessibility requirements (the “**Access Improvements**”). Tenant shall be solely responsible for the cost of the Access Improvements to the Premises or the Building necessary to correct any such violations of construction-related accessibility standards identified by the Inspection as required by Regulations, which Access Improvements may, at Landlord’s option, be performed in whole or in part by Landlord at Tenant’s expense, payable as Additional Rent within ten (10) days following Landlord’s demand.

U. Lender Approval. Unless waived in writing by Landlord, this Lease shall not be effective against Landlord unless and until Landlord’s current mortgagee has approved the terms of this Lease. If Landlord’s current mortgagee has not so approved the terms of this Lease on or before ten (10) full calendar days following the date this Lease, executed by Tenant, is delivered to Landlord, then Landlord may terminate this Lease by providing written notice thereof to Tenant, whereupon, this Lease shall be null and void and of no force or effect.

39. OPTION TO EXTEND

Provided (i) this Lease is in full force and effect, (ii) Tenant is not in material default or monetary default (after notice and applicable cure period) under any of the other terms and conditions of this Lease at the time of Tenant’s exercise of its option and at commencement, and (iii) (a) Tenant, (b) a Permitted Transferee, (c) Permitted User, or (d) subtenant(s) at the time of exercise is in occupancy of the entire Premises (provided that to the extent any such subtenants remain in occupancy during the Extension Term, 100% of the bonus rent paid to Tenant pursuant and subject to Section 21.B shall be promptly payable to Landlord), then Tenant shall have one (1) option to extend (the “**Extension Option**”) this Lease for a term of five (5) years (the “**Extension Term**”), for the portion of the Premises being leased by Tenant as of the date the Extension Term is to commence, on the same terms and conditions set forth in this Lease, except as modified by the terms, covenants and conditions as set forth below.

A. If Tenant elects to exercise the Extension Option, then Tenant shall provide Landlord with written notice no earlier than the date which is three hundred sixty five (365) days prior to the expiration of the Term of this Lease but no later than the date which is two hundred seventy (270) days prior to the expiration of the Term of this Lease. If Tenant fails to provide such notice, Tenant shall have no further or additional right to extend or extend the Term of this Lease.

B. The Base Rent in effect at the expiration of the Term of this Lease shall be adjusted to reflect the Prevailing Market (defined below) rate. Landlord shall advise Tenant of the new Base Rent for the Premises no later than thirty (30) days after receipt of Tenant's written request therefor. Said request shall be made no earlier than thirty (30) days prior to the first date on which Tenant may exercise its Extension Option under this Paragraph 40.

C. If Tenant and Landlord are unable to agree on a mutually acceptable Base Rent for the Renewal Term not later than sixty (60) days prior to the expiration of the initial Term, then Landlord and Tenant, within five (5) days after such date, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Prevailing Market rate for the Premises during the Renewal Term (collectively referred to as the "**Estimates**"). If the higher of such Estimates is not more than one hundred five percent (105%) of the lower of such Estimates, then the Prevailing Market rate shall be the average of the two Estimates. If the Prevailing Market rate is not established by the exchange of Estimates, then, within seven (7) days after the exchange of Estimates, Landlord and Tenant shall each select an appraiser to determine which of the two Estimates most closely reflects the Prevailing Market rate for the Premises during the Renewal Term. Each appraiser so selected shall be certified as an MAI appraiser or as an ASA appraiser and shall have had at least ten (10) years experience within the previous fifteen (15) years as a real estate appraiser working in Menlo Park, California, with working knowledge of current rental rates and practices. For purposes hereof, an "MAI" appraiser means an individual who holds an MAI designation conferred by, and is an independent member of, the American Institute of Real Estate Appraisers (or its successor organization, or in the event there is no successor organization, the organization and designation most similar), and an "ASA" appraiser means an individual who holds the Senior Member designation conferred by, and is an independent member of, the American Society of Appraisers (or its successor organization, or, in the event there is no successor organization, the organization and designation most similar).

D. Upon selection, Landlord's and Tenant's appraisers shall work together in good faith to agree upon which of the two Estimates most closely reflects the Prevailing Market rate for the Premises. The Estimates chosen by such appraisers shall be binding on both Landlord and Tenant. If either Landlord or Tenant fails to appoint an appraiser within the seven (7) day period referred to above, the appraiser appointed by the other party shall be the sole appraiser for the purposes hereof. If the two appraisers cannot agree upon which of the two Estimates most closely reflects the Prevailing Market rate within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such twenty (20) day period, the two appraisers shall select a third appraiser meeting the aforementioned criteria. Once the third appraiser (i.e., the arbitrator) has been selected as provided for above, then, as soon thereafter as practicable but in any case within fourteen (14) days, the arbitrator shall make his or her determination of which of the two Estimates most closely reflects the Prevailing Market rate and such Estimate shall be binding on both Landlord and Tenant as the Prevailing Market rate for the Premises. If the arbitrator believes that expert advice would materially assist him or her, he or she may retain one or more qualified persons to provide such expert advice. The parties shall share equally in the costs of the arbitrator and of any experts retained by the arbitrator. Any fees of any appraiser, counsel or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining such appraiser, counsel or expert.

E. This Extension Option is not transferable except to a Permitted transferee following an assignment of this Lease; the parties hereto acknowledge and agree that they intend that the Extension Option shall be "personal" to Tenant and a Permitted transferee following an assignment of this Lease as set forth above and that in no event will any assignee or sublessee have any rights to exercise the Extension Option.

F. If the Extension Option is validly exercised or if Tenant fails to validly exercise the Extension Option, Tenant shall have no further right to extend the Term of this Lease.

G. For purposes of this Extension Option, "Prevailing Market" shall mean the arms length fair market annual rental rate per rentable square foot for what a willing tenant would pay and a willing landlord would accept under new leases and extension leases and amendments entered into on or about the date on which the Prevailing Market is being determined hereunder for space comparable to the Premises in the Building and buildings comparable to the Building in the same rental market in the Menlo Park, California, area as of the date the Extension Term is to commence, taking into account the specific provisions of this Lease which will remain constant. The determination of Prevailing Market shall take into account any material economic differences between the terms of this Lease and any comparison lease or amendment, such as rent abatements, building type and age, location, size of space and condition, credit of tenant and nature of building being leased, construction costs and other concessions and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes.

40. JURY TRIAL WAIVER

A. EACH PARTY HERETO (WHICH INCLUDES ANY ASSIGNEE, SUCCESSOR HEIR OR PERSONAL REPRESENTATIVE OF A PARTY) SHALL NOT SEEK A JURY TRIAL, HEREBY WAIVES TRIAL BY JURY, AND HEREBY FURTHER WAIVES ANY OBJECTION TO VENUE IN THE COUNTY IN WHICH THE BUILDING IS LOCATED, AND AGREES AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE, WHETHER ANY OF THE FOREGOING IS BASED ON THIS LEASE OR ON TORT LAW. EACH PARTY REPRESENTS THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THE EFFECT OF THIS PARAGRAPH 41. THE PROVISIONS OF THIS PARAGRAPH 41 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

41. ROOF SPACE FOR DISH/ANTENNA

A. During the Term, Tenant shall have the exclusive right to use space on the roof of the Building for the purpose of installing (in accordance with the terms and conditions of this Lease), operating and maintaining a dish/antenna or other communication device approved by the Landlord (the "Dish/Antenna"). The Tenant's use of the roof and the exact location of the space on the roof to be leased by Tenant shall not violate any roof warranties in effect (the "**Roof Space**"). Landlord reserves the right at Landlord's sole cost to relocate the Roof Space if reasonably necessary during the Term. Notwithstanding the foregoing, Tenant's right to install the Dish/Antenna shall be subject to the approval rights of Landlord and Landlord's architect and/or engineer with respect to the load of the Dish/Antenna, the plans and specifications of the Dish/Antenna and the manner in which the Dish/Antenna is attached to the roof of the Building. Tenant shall be solely responsible for obtaining and maintaining all necessary governmental and regulatory approvals and for the cost of installing, operating, maintaining and removing the Dish/Antenna. If Landlord determines that the Building has been damaged during installation of the Dish/Antenna or that the installation was defective, Landlord shall notify Tenant of any noncompliance or detected problems and Tenant immediately shall cure the defects. If the Tenant fails to immediately cure the defects, Tenant shall pay to Landlord upon demand the cost, as reasonably determined by Landlord, of correcting any defects and repairing any damage to the Building caused by such installation. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of Tenant, FCC (defined below) inspectors, or persons under their direct supervision will be permitted to have access to the roof of the Building and the Roof Space. Tenant further agrees to exercise firm control over the people requiring access to the roof of the Building and the Roof Space in order to keep to a minimum the number of people having access to the roof of the Building and the Roof Space and the frequency of their visits. Tenant agrees to be responsible for any damage caused to the roof or any other part of the Building, which may be caused by Tenant or any Tenant Party.

B. Neither Landlord nor any Landlord Party shall be liable to Tenant for any stoppages or shortages of electrical power furnished to the Dish/Antenna or the Roof Space because of any act, omission or requirement of the public utility serving the Building, or the act or omission of any other Building invitee or licensee or their respective agents, employees or contractors, or for any other cause beyond the reasonable control of Landlord, and Tenant shall not be entitled to any rental abatement for any such stoppage or shortage of electrical power. Neither Landlord nor any Landlord Party shall have any responsibility or liability for the conduct or safety of any of Tenant's representatives, repair, maintenance and engineering personnel while in or on any part of the Building or the Roof Space.

C. The Dish/Antenna shall remain the personal property of Tenant, and shall be removed by Tenant at its own expense at the expiration or earlier termination of this Lease or Tenant's right to possession hereunder. Tenant shall repair any damage caused by such removal, including the patching of any holes to match, as closely as possible, the color surrounding the area where the equipment and appurtenances were attached. Tenant agrees to maintain all of the Tenant's equipment placed on or about the roof or in any other part of the Building in proper operating condition and maintain same in reasonable satisfactory as to appearance and safety. Tenant agrees that at all times during the Term, it will keep the roof of the Building and the Roof Space free of all trash or waste materials produced by Tenant or any Tenant Party. In the event the Landlord contemplates roof repairs that could affect Tenant's Dish/Antenna, or which may result in an interruption of the Tenant's telecommunication service, Landlord shall formally notify Tenant at least thirty (30) days in advance (except in cases of an emergency) prior to the commencement of such contemplated work in order to allow Tenant to make other arrangements for such service. Tenant shall not allow any provider of telecommunication, video, data or related services ("**Communication Services**") to locate any equipment on the roof of the Building or in the Roof Space for any purpose whatsoever, nor may Tenant use the Roof Space and/or Dish/Antenna to provide Communication Services to an unaffiliated tenant, occupant or licensee of another building, or to facilitate the provision of Communication Services on behalf of another Communication

Services provider to an unaffiliated tenant, occupant or licensee of any other building. Tenant's rights pursuant to this Article 43 are personal to the named Tenant under this Lease and a Permitted Transferee following an assignment of this Lease and are not otherwise transferable.

42. TENANT'S SECURITY SYSTEM.

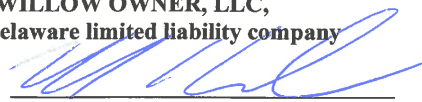
Tenant may, at its own expense, install its own security and access system ("**Tenant's Security System**") in the Premises, subject to Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that in the event that, subject to Landlord's approval, Tenant's Security System ties into the Building's security system, Tenant shall coordinate the installation and operation of Tenant's Security System with Landlord to ensure that Tenant's Security System is compatible with the Building security system and the Building Systems, and to the extent that Tenant's Security System is not compatible with the Building security system or the Building Systems, Tenant shall not be entitled to install or operate the Tenant's Security System. Any installation of Tenant's Security System shall comply with and be governed by the terms of this Lease. Tenant shall be solely responsible, at Tenant's sole cost and expense, for the monitoring, operation, repair, replacement, and removal of Tenant's Security System. Tenant's Security System shall not (a) create (i) an adverse effect on the Building structure; (ii) a non-compliance with laws; or (iii) an adverse effect on the Building systems. Tenant shall provide Landlord with any information reasonably required regarding Tenant's Security System in the event access to the Premises is necessary in an emergency. Tenant shall keep Tenant's Security System in good operating condition and repair and Tenant shall be solely responsible, at Tenant's sole cost and expense, for the monitoring, operation and removal of Tenant's Security System. At Landlord's election prior to the expiration or earlier termination of this Lease, Tenant shall leave the Tenant's Security System in the Premises, in which event Tenant's Security System shall be surrendered with the Premises upon the expiration or earlier termination of this Lease and Tenant shall thereafter have no further rights with respect thereto. In the event that Landlord fails to elect to have the Tenant's Security System left in the Premises upon the expiration or earlier termination of this Lease, then Tenant shall remove the Tenant's Security System prior to the expiration or earlier termination of this Lease, and repair all damage to the Building resulting from such removal, at Tenant's sole cost and expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and the year first above written.

LANDLORD:

68 WILLOW OWNER, LLC,
a Delaware limited liability company

By: 
Name: Michael T. Hallow
Its: Authorized Signatory

TENANT:

ROBINHOOD MARKETS, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____