

**Berkeley Research Infrastructure Commons  
RIC Startup Lab Lease Agreement**

This lease agreement (“**Lease**”), effective on the date this Lease is fully executed by both parties (“**Effective Date**”), is by and between The Regents of the University of California, a California public corporation, solely on behalf of, and limited to, its Berkeley campus (either “**Landlord**” or “**University**”), and company as specified in Exhibit A (“**Tenant**”), an entity as specified in **Schedule 1**, having a principal place of business as stated in Exhibit A. “**Party**” hereinafter refers to each party individually and “**Parties**” refers to the parties collectively.

**Background**

1. Landlord has facilities with published rates (collectively, “**Research Infrastructure Commons**” or individually, “**a RIC**”).
2. **Lab Facility Name** (“**Startup Lab**”) has facilities that have been officially approved into the Research Infrastructure Commons, and Landlord provides non-University parties leased access to such facilities, under certain circumstances and when such leased access is consistent with University’s educational, research, and public service activities.
3. Tenant would like Landlord to provide leased access to Startup Lab as set forth in this Lease.

In consideration of the conditions and terms set forth in this Lease, and for other good and valuable consideration, the Parties agree as follows:

**Agreement**

**1. PREMISES**

Landlord hereby leases to Tenant and Tenant leases from Landlord for the Lease Term as set forth herein, in exchange for the Monthly Rent as set forth herein, and upon all the conditions set forth herein, certain real property situated in the, Startup Lab within City of Berkeley and County of Alameda, State of California, described as set forth in **Exhibit A**. Under this Lease Tenant will have exclusive use of facilities as defined below and described in **Schedule 2** and non-exclusive use of facilities as defined below and described as set forth in **Schedule 3**. Said real property and all improvements therein is herein called “**Premises**.” The Premises do not include any facilities or services identified in **Addendum 1**. The Premises are a portion of a facility at such location called “**Building**.”

- 1.1. Exclusive Use Premises:** Upon formal approval of Memorandum of Understanding, as required by the University’s Office of Environment, Health & Safety, as set forth in Exhibit B hereof. Tenant shall have exclusive full use of the area as set forth in **Schedule 2** (“**Exclusive Use Premises**”). Tenant shall exclusively use only the Exclusive Use Premises to which it is assigned. Tenant understands and accepts that Premises are not completely secure or lockable.
- 1.2. Non-Exclusive Use Premises:** Tenant shall have the non-exclusive right to use, in common with other tenants in Building, facilities identified in **Schedule 3** (“**Non-Exclusive Use Premises**”). The Premises are comprised of the Exclusive Use Premises and the Non-Exclusive Use Premises. Tenant shall also have the non-exclusive right to use, in common with other tenants in Building, all the following areas which may be appurtenant to the Premises: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises.

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**1.3. Building Rules and Regulations:** Tenant agrees that it will abide by, keep and observe all reasonable rules and regulations, as designated in **Exhibit E** (Building Rules and Regulations) which University may make from time to time for the management, safety, care, and cleanliness of Building and grounds and the preservation of good order therein as well as for the convenience of other occupants of Building. The violations of any such rules and regulations shall be deemed a material breach of this Lease by Tenant.

**1.4. Parking:** This Lease does not provide vehicle parking space to Tenant, except as may be provided in **Schedule 6** of this Lease.

**1.5. Relocation of Premises:**

**1.5.1. Relocation:** At any time after Tenant's execution of this Lease, Landlord shall have the right, in Landlord's sole discretion, upon providing Tenant advance written notice ("**Relocation Notice**"), to relocate Premises to a new location in Building ("**New Premises**"). The New Premises shall be described in the Relocation Notice. Landlord will endeavor to provide Tenant with New Premises substantially similar in size and location to the existing Premises. Landlord shall improve the New Premises, at its sole cost and expense, with tenant improvements of comparable quality and utility to the tenant improvements in the original Premises. Landlord shall arrange for moving Tenant's personal property and relocating Tenant's operations from the existing Premises to the New Premises and shall pay the reasonable costs thereof. If Landlord relocates Tenant to the New Premises, then this Lease and each and all of the agreements, covenants, conditions and provisions of this Lease shall remain in full force and effect and be applicable to the New Premises, except that (i) a revised floor plan shall become part of this Lease and shall reflect the location of the New Premises, (ii) Tenant's Percentage Share shall be adjusted to reflect any increase or decrease in the rentable square feet of the New Premises, and (iii) the Monthly Rent shall be equitably and proportionately adjusted to reflect any increase or decrease in rentable square feet of the New Premises.

**1.5.2. Refusal:** If Tenant refuses to permit University to move Tenant to the New Premises, then Landlord shall have the right to immediately terminate this Lease by written notice to Tenant at any time following the date of such refusal and, if such refusal is imparted after Landlord has started design and improvement work to prepare the New Premises for Tenant's occupancy, Tenant shall be liable for and shall reimburse Landlord for all costs incurred by Landlord in designing and constructing tenant improvements at the New Premises prior to Tenant's refusal to relocate (provided that at least 60 days have elapsed since the provision of the Relocation Notice).

**1.5.3. No Relocation Benefits:** Landlord is a public entity. Landlord may, at the expiration of the Lease Term or extension thereof, decide to utilize Premises for its own purposes inconsistent with continued occupancy by Tenant. If Landlord decides to use Premises for its own purposes upon the expiration of the Lease Term or extensions thereof, Landlord may decide not to negotiate with Tenant for Tenant's continued occupancy of Premises. Tenant's occupancy during the Lease Term or extensions thereof is an interim use of the property, pending potential use of Premises by Landlord for public uses consistent with the educational mission of University. Nothing in this Lease creates any implied or express expectation that University will re-let Premises to Tenant at the expiration of the Lease Term, or that Landlord will offer any extensions of the Lease Term to Tenant, except as expressly provided in this Lease. Tenant

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acknowledges the foregoing, and understands that in the event that Landlord declines to negotiate for renewal or extension of this Lease upon expiration of the Lease Term or extension thereof, Tenant shall not be eligible to receive relocation assistance or relocation benefits pursuant to any Federal law, state law, or University policy, including without limitation Government Code section 7260 et seq. Tenant hereby waives any right to receive relocation assistance or relocation benefits from University pursuant to any Federal law, state law, or University of California policy, including without limitation Government Code section 7260 et seq., so long as University permits Tenant to remain in possession of Premises during the Lease Term or extensions thereof, subject to Tenant's compliance with all terms and conditions of this Lease.

- 1.6. CASP Inspection:** The Premises have not undergone an inspection by a Certified Access Specialist (CASp), and a disability access inspection certificate, as described in subdivision (e) of Section 55.53 of the California Civil Code, has not been issued for the Premises. In accordance with Section 1938 of the California Civil Code, Tenant is advised of the following:

*“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.”*

## 2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. Exception to University Patent Policy to allow for Tenant ownership of Tenant Inventions:** The parties understand and agree that the University Patent Policy requires non-University personnel to sign an intellectual property agreement as a condition of utilizing University research facilities, and such agreement requires visitors to disclose and assign to the University all rights in inventions developed during their use of University research facilities. The University of California Office of the President has approved an exception to the University Patent Policy to permit Tenant to own Tenant Inventions as defined below.
- 2.2. Ownership.** Subject to the limitations set forth herein, and conditioned upon Tenant's compliance with the terms of this Agreement, as between Tenant and University, Tenant shall own **“Tenant Inventions.”** Tenant Inventions are:
- 2.2.1.** any new invention or discovery conceived solely by Tenant prior to the Effective Date and first actually reduced to practice solely by Tenant in the course of their exclusive use of the Exclusive Use Premises.
  - 2.2.2.** any new invention or discovery conceived solely by Tenant in the course of their exclusive use of the Exclusive Use Premises and first actually reduced to practice solely by Tenant after the Effective Date and without the further use of University facilities or resources; and
  - 2.2.3.** any new invention or discovery conceived and first actually reduced to practice solely by Tenant in the course of their exclusive use of the Exclusive Use Premises.

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- 2.3. Data and Materials.** Subject to Tenant's compliance with the terms of this Agreement, as between University and Tenant, Tenant owns the data and material generated by Tenant in the course of their exclusive use of the Exclusive Use Premises. Unless otherwise agreed in writing by the Parties, University will not use such data and materials.
- 2.4. Collaboration:** If Tenant wants to collaborate with University employees, then they are encouraged to do so but must first negotiate and sign a collaboration agreement with University to this effect. Similarly, any exchange of proprietary research materials between Tenant and University investigators will require a Material Transfer Agreement signed by University.
- 2.5. Dual Employment:** The Exception to University Patent Policy described in Section 2.1 above does not extend to inventions created by University employees within the course and scope of their University employment while employed by University, even if such University employees have a dual relationship with Tenant. University employees have an obligation to assign inventions and patents they develop 1) within the course and scope of their University employment while employed by University, 2) during the course of their utilization of any University research facilities, or 3) through any connection with their use of gift, grant, or contract research funds received through the University. University employees also have an obligation to promptly report and fully disclose the conception and/or reduction to practice of potentially patentable inventions to UC Berkeley's Office of Technology Licensing ("OTL"). These obligations can be found in the UPay-585/Patent Acknowledgement form at <https://ucnet.universityofcalifornia.edu/forms/pdf/upay-585.pdf> and supersede any ownership determination under Paragraph 2.2 above.

Tenants with staff who are also University employees must separate private company research from their University research. For example, they should: (a) not allow Tenant representatives to participate in their University research group meetings unless a collaboration agreement with University is in effect; and (b) always maintain separate laboratory notebooks for the University research and Tenant research.

- 2.6. Use of University IP:** Tenants who are working with intellectual property rights owned by University must have a signed agreement in place with University to allow such use. This Agreement does not grant Tenant any right, title or interest in or to any intellectual property owned by University.
- 2.7. Use of University Names:** All advertisements, brochures and other printed materials that use the name, logo or other trademarks of The Regents of the University of California, or Tenant (in association with UC Berkeley), shall be subject to the prior written approval of University as the respective owner of the name, logo, or other trademarks. However, it is understood and agreed that Tenant shall not be required to obtain University's prior written consent when Tenant is merely listing the University's name and address when describing Tenant's location on any brochure or advertising materials distributed by Tenant. At all times, the parties agree to comply with Section 92000 of the California Education Code relating to use of the University of California name.
- 2.8. Privacy and Protections:** Tenant acknowledges the shared nature of Startup Lab and the fact that various business entities and Landlord's agents and employees may occupy portions of the Startup Lab during the term of this Lease. It is expressly understood that Landlord cannot guarantee Tenant's privacy and protect its trade secrets within Building. With respect to any and all claims arising out of or connected to a breach of Tenant's privacy and protection of its trade secrets associated with Tenant's intellectual property rights, Tenant hereby agrees to indemnify and hold Landlord harmless against said claims.

### 3. TERM

- 3.1. **Lease Term:** The term of this Lease shall be commencing and ending as set forth in **Schedule 4** (“**Lease Term**”), unless sooner terminated pursuant to any provision hereof.
- 3.2. **Delayed Possession:** Notwithstanding said Lease Term, if for any reason Landlord cannot deliver possession of Premises to Tenant at start of Lease Term, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder or extend the term hereof, but in such case, Tenant shall not be obligated to pay rent until possession of Premises is tendered to Tenant; provided further, however, that if Landlord shall not have delivered possession of Premises within sixty (60) days from said Lease Term, Tenant may, at Tenant's option, by notice in writing to Landlord within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder; provided, however, that if such written notice of Tenant is not received by Landlord within said ten (10) day period, Tenant's right to cancel this Lease hereunder shall terminate and be of no further force or effect.
- 3.3. **Early Possession:** If Tenant occupies Premises prior to start of Lease Term, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the Lease Term, and Tenant shall pay rent for such period at the initial monthly rates set forth below.
- 3.4. **Early Termination:** Either Tenant or Landlord may terminate this lease at any time by giving sixty (60) days' written notice to the other.
- 3.5. **Holding Over:** If Tenant, with Landlord's consent, remains in possession of Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Tenant, with the exception of rent which shall be at one hundred twenty-five percent (125%) of the then current rent, but all options and rights of first refusal, if any, granted upon the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

### 4. PAYMENTS

- 4.1. **Monthly Payment:** Except as otherwise provided in **Schedule 5**, Tenant shall pay to Landlord as set forth in **Schedule 5** (“**Monthly Rent**”) payable in advance, on or before the first day of each month at the start of Lease Term. Monthly Rent will not be applicable to any amounts charged for the use of facilities and services set forth in **Addendum 1**, which amounts will be in addition to Monthly Rent and will be charged at the rates set forth in **Addendum 1**.
- 4.2. **Partial Months:** Monthly Rent for any period during the Lease Term hereof which is for less than one month shall be a pro rata portion of the Monthly Rent.
- 4.3. **Address:** Monthly Rent shall be payable to Landlord at the address stated in **Schedule 7**.
- 4.4. **Additional Rent:** Any monetary obligations of Tenant to Landlord under the terms of this Lease shall be deemed to be rent, including, without limitation, any and all amounts charged for the use of facilities and services set forth in **Addendum 1**.
- 4.5. **Security Deposit**
  - 4.5.1. **Payment:** Tenant shall deposit with Landlord upon execution hereof a security deposit as set forth in **Schedule 5** for Tenant's faithful performance of Tenant's obligations hereunder (“**Security Deposit**”). If Tenant fails to pay Monthly Rent or other charges due hereunder, or

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otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of Security Deposit for the payment of any Monthly Rent or other charge in default or for the payment of any other sum to which Landlord may become entitled by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of Security Deposit, Tenant shall within ten (10) days after written demand therefor deposit cash with Landlord in an amount sufficient to restore Security Deposit to the full amount hereinabove stated and Tenant's failure to do so shall be a material breach of this Lease. If Monthly Rent shall, from time to time, increase during the Term of Lease, Tenant shall thereupon deposit with Landlord an additional Security Deposit so that the amount of Security Deposit held by Landlord shall at all times bear the same proportion to current Monthly Rent as the original Security Deposit bears to the original Monthly Rent set. Landlord shall not be required to keep Security Deposit separate from its general accounts.

**4.5.2. Return:** If Tenant performs all of Tenant's obligations hereunder, Security Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof, and after Tenant has vacated Premises. No trust relationship is created herein between Landlord and Tenant with respect to Security Deposit.

**4.6. Services and Utilities:** Services and utilities shall be furnished and the cost borne as outlined in Exhibit C. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.

**4.7. Taxes:**

**4.7.1. Payment of Taxes:** Landlord specifically calls to Tenant's attention the fact that this Lease may create a possessory interest subject to property taxation, and Tenant may be subject to property tax levied on such interest. Tenant alone shall pay such tax. If the right is given to pay any of the taxes, assessments, or other impositions which Tenant is herein obligated to pay either in one sum or in installments, Tenant may elect either mode of payment.

**4.7.2. Personal Property Taxes:** Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises or elsewhere. Tenant shall cause said trade fixtures, furnishings, equipment, and all other personal property to be assessed and billed separately from the real property of Landlord.

**4.8. Interest on Past-Due Obligations:** Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at the maximum rate then allowable by law from the date due. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant nor on any amounts upon which late charges are paid by Tenant.

**4.9. Broker's Fee:** Landlord and Tenant each represents and warrants to the other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this lease and shall indemnify and hold harmless the other against any loss, cost, liability or expense incurred by the indemnified party as a result of any claim

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asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of indemnifying party.

**4.10. Performance Under Protest:** If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum of any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

### 5. ADDRESS FOR PAYMENTS AND NOTICES

All notices or correspondence provided for herein shall be effective only if made in writing, personally delivered with an executed acknowledgment of receipt, or deposited in the United States mail, certified, postage prepaid, and addressed as set forth in **Schedule 7**. Any notice shall be deemed delivered five (5) days after notice is mailed or, if personally delivered, when acknowledgment of receipt is signed, as provided above. By written notice to the other, either party may change its own mailing address.

### 6. USE OF PREMISES

#### 6.1. Uses:

- 6.1.1. Tenant shall use and occupy Premises only for office, research, and laboratory use and for no other purpose.
- 6.1.2. Tenant shall comply with all applicable NIH guidelines and with all applicable federal, state and local regulations.
- 6.1.3. Tenant shall comply with all applicable University policies and procedures, including but not limited to: (a) University Environmental Health and Safety policies and procedures, (b) Startup Lab's guide, and (c) restrictions and requirements regarding emissions, storage, use, and disposal of matter as described in Exhibit B.

#### 6.2. Compliance with Law:

- 6.2.1. Landlord warrants to Tenant that Premises, in its state existing on the start of Lease Term, but without regard to the use for which Tenant will use Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation or ordinance in effect on such start of Lease Term. If this warranty has been violated, then Landlord shall, after written notice from Tenant, promptly, at Landlord's sole cost and expense, rectify any such violation.
- 6.2.2. Except as provided in this paragraph, Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Tenant of Premises. Tenant shall not use nor permit the use of Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant in Building containing Premises, shall tend to disturb such other tenants.

#### 6.3. Condition of Premises:

- 6.3.1. Landlord shall deliver Premises to Tenant clean and free of debris at the start of Lease Term and Landlord further warrants to Tenant that the plumbing, lighting, air conditioning, and

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heating systems, in Premises shall be in good operating condition at the start of Lease Term. If this warranty has been violated, then Landlord shall, after receipt of written notice from Tenant setting forth with specificity the nature of the violation, promptly, at Landlord's sole cost, rectify such violation. Tenant's failure to give such written notice to Landlord within thirty (30) days after the start of Lease Term shall cause the conclusive presumption that Landlord has complied with all of Landlord's obligations hereunder.

**6.3.2.** Except as otherwise provided in this Lease, Tenant hereby accepts Premises in the condition existing as of the start of Lease Term or the date that Tenant takes possession of Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty as to the present or future suitability of Premises for the conduct of Tenant's business.

**6.4. Signs:** Tenant shall not place any sign upon Premises without Landlord's prior written consent.

### 7. LANDLORD CONSTRUCTED TENANT IMPROVEMENTS

**7.1. Tenant Improvements:** Tenant shall accept Premises as their "as is" condition.

**7.2. Cost of Tenant Improvements:** Any request by Tenant for improvements or installations in Premises shall be submitted in writing together with plans and specifications for Landlord's review and approval. Landlord, in its sole discretion, may withhold its approval. If Landlord approves any such request, Landlord shall provide the improvements or installation at Tenant's sole cost and expense. Tenant shall pay Landlord an administrative coordination fee, consistent with the fee paid for Landlord capital projects, for coordinating and managing the improvements.

**7.3. Tenant Improvement Warranties:** Landlord warrants to Tenant that all materials and equipment furnished by Landlord in its improvement of Premises shall be in good working condition.

**7.4. Time Limit and Prior Tenancy:** At the start of Lease Term, Landlord shall deliver possession of the Premises to Tenant in the condition required by Article 8.2. No rent shall accrue under this Lease, nor shall Tenant have any obligation to perform the covenants or observe the conditions herein contained until the Premises have been so delivered. If Landlord's ability to deliver possession by the date as set forth in this provision is delayed as a result of any of the following causes, the date for delivery shall be postponed without penalty to Landlord for a period of time equivalent to the period caused by such delay:

**7.4.1.** acts of Tenant, its agents, or employees;

**7.4.2.** acts of God which Landlord could not reasonably have foreseen or guarded against;

**7.4.3.** any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond the control of Landlord and which cannot be reasonably overcome; or

**7.4.4.** restrictive regulations by federal, state or local governments.

### 8. TENANT CONSTRUCTED TENANT ALTERATIONS

**8.1.** Tenant shall not, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion, make any alterations, improvements, additions, or Utility Installations in,

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on or about Premises during the term of this Lease without Landlord's prior written consent. As used in this paragraph, the term **"Utility Installation"** shall mean carpeting, window coverings, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, and fencing. Landlord may require that Tenant remove any or all of said alterations, improvements, additions or Utility Installations at the expiration of the Lease Term and restore Premises to their prior condition. Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work. Should Tenant make any alterations, improvements, additions, or Utility Installations without the prior approval of Landlord, Landlord may require that Tenant remove any or all the same.

- 8.2.** Any alterations, improvements, additions, or Utility Installations in, on, or about Premises that Tenant shall desire to make, and which requires the consent of the Landlord shall be presented to Landlord in written form, with proposed detailed plans, and any such approved alterations, improvements, additions, or installations shall be conducted by Landlord at Tenant's expense, including an administrative coordination fee to be paid by Tenant for any such work. If Landlord shall give its consent, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to Landlord prior to the commencement of the work and the compliance by Tenant with all conditions of said permit in a prompt and expeditious manner.
- 8.3.** Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in Premises, which claims are or may be secured by any mechanics' or materialmen's liens against Premises or any interest therein. Tenant shall give Landlord not less than ten (10) days' notice prior to the commencement of any work in Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend itself and Landlord against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or Premises, upon the condition that if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien claim or demand indemnifying Landlord against liability for the same and holding Premises free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in participating in such action if Landlord shall decide it is in its best interest to do so.
- 8.4.** Unless Landlord requires their removal, as set forth in this Lease, all alterations, improvements, additions, and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Tenant), which may be made on Premises, shall become the property of Landlord and remain upon and be surrendered with Premises at the expiration of the term. Notwithstanding the provisions of this paragraph, Tenant's machinery, equipment, and other personal property, other than that which is affixed to Premises so that it cannot be removed without material damage to Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of this Lease.

## **9. MAINTENANCE, REPAIRS AND EASEMENTS**

- 9.1. Landlord and Tenant's Obligations:** The respective repair and maintenance responsibilities of Landlord and Tenant are set forth in **Exhibit D**, Summary of Repair and Maintenance Responsibilities, which by this reference is incorporated herein.
- 9.2. Surrender:** On the last day of the Lease Term hereof, or on any sooner termination, Tenant shall surrender Premises to Landlord in the same condition as when received, ordinary wear and tear excepted, and except where Landlord has given written permission to leave any alterations, clean and free of debris. Tenant shall repair any damage to Premises occasioned by the installation or removal of Tenant's trade fixtures, furnishings, and equipment.
- 9.3. Landlord's Rights:** If Tenant fails to perform Tenant's obligations under this paragraph, or under any other paragraph of this Lease, Landlord may at its option (but shall not be required to) enter upon Premises after ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.
- 9.4. Landlord's Access:** Landlord and Landlord's agents shall have the right to enter Premises at reasonable times for the purpose of inspecting Premises, or making repairs, alterations, improvements, or additions to Premises or to Building as Landlord may deem necessary or desirable. Landlord and Landlord's agents shall provide Tenant with one (1) calendar day notice prior to entry of Premises for the purpose of showing the same to prospective tenants, purchasers, lenders, or lessees. Any entry by Landlord and Landlord's agents shall not impair Tenant's operations more than reasonably necessary and shall comply with Tenant's reasonable security measures.
- 9.5. Easement:** Landlord reserves to itself the right, from time to time, to grant such easements, rights and dedications that Landlord deems necessary or desirable, and to cause the recordation of Parcel Maps and restrictions, so long as such easements, rights, dedications, Maps and restrictions do not unreasonably interfere with the use of Premises by Tenant. Tenant shall sign any of the aforementioned documents upon request of Landlord and failure to do so shall constitute a material breach of this Lease.

## 10. INDEMNIFICATION

- 10.1. Landlord's Obligation:** Landlord shall indemnify, defend and hold harmless Tenant, its officers, partners, agents, and employees from and against any claims, damages, costs, expenses, or liabilities (collectively "**Claims**") arising out of or in any way connected with this Lease including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of Landlord, its officers, agents, or employees.
- 10.2. Tenant's Obligation:** Tenant shall indemnify, defend and hold harmless Landlord, its officers, agents, and employees from and against any Claims arising out of or in any way connected with this Lease including, without limitation, Claims for loss or damage to any property or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of Tenant, its officers, partners, agents, or employees.

## 11. INSURANCE

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**11.1. Landlord's Insurance:** Landlord, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force, and maintain insurance as follows:

**11.1.1.** General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:

- Each Occurrence: \$1,000,000
- Products/Completed Operations Aggregate: N/A
- Personal and Advertising Injury: \$1,000,000
- General Aggregate: \$2,000,000

**11.1.2.** Property, Fire and Extended Coverage Self-Insurance Program in an amount equal to one hundred percent (100%) of the full replacement value of Building (excluding land and the footings, foundations, and installations below the basement level) and the costs of demolition and debris removal.

**11.1.3.** Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

**11.1.4.** Workers' Compensation as required by California law.

**11.1.5.** The coverages referred above under General Liability and Business Automobile shall include Tenant as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Landlord, its officers, agents, and employees. Landlord, upon the execution of this Lease, shall furnish Tenant with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Tenant of any material modification, change or cancellation of any of the above insurance coverages.

**11.1.6.** The coverages required herein shall not limit the liability of Landlord.

**11.2. Tenant's Insurance:** Landlord, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force, and maintain insurance as follows:

**11.2.1.** General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:

- Each Occurrence: \$1,000,000
- Products/Completed Operations Aggregate: N/A
- Personal and Advertising Injury: \$1,000,000
- General Aggregate: \$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Lease. The insurance shall have a retroactive date of placement prior to or coinciding with the start of the Lease Term.

**11.2.2.** Property, Fire and Extended Coverage Insurance in an amount sufficient to reimburse Tenant for all its equipment, trade fixtures, inventory, fixtures, and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.

**11.2.3.** Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

- 11.2.4.** Workers' Compensation as required by California law.
- 11.2.5.** Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of Tenant and Landlord against other insurable risks relating to performance.
- 11.2.6.** The coverages referred above under General Liability and Business Automobile shall include THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Tenant, its officers, partners, agents, and employees. Tenant, upon the execution of this Lease, shall furnish Landlord with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days (ten (10) days for non-payment of premium) advance written notice to Landlord of any material modification, change or cancellation of any of the above insurance coverages.
- 11.2.7.** The coverages required herein shall not limit the liability of Tenant
- 11.3. Waivers of Subrogation:** Notwithstanding the provisions of the Indemnification Article of this Lease, Tenant hereby waives any right of recovery against Landlord due to loss of or damage to the property of Tenant when such loss of or damage to property arises out of the acts of God or any of the property perils included in the classification of fire, extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured.
- 11.4. Exemption of Landlord from Liability:** Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents or contractors, as a result of any condition of Premises or Building, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about Premises, whether the said damage or injury results from conditions arising in Premises or in other portions of Building, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of Building.

## 12. DAMAGE OR DESTRUCTION

### 12.1. Definitions:

- 12.1.1. "Premises Partial Damage"** shall herein mean damage or destruction, when and as determined by Landlord, to Premises to the extent that the cost of repair is less than 10% of the then replacement cost of Premises.
- 12.1.2. "Building Partial Damage"** shall herein mean damage or destruction to Building to the extent that the cost of repair is less than 10% of the then replacement cost of such Building as a whole.
- 12.1.3. "Premises Total Destruction"** shall herein mean damage or destruction, when and as determined by Landlord, to Premises to the extent that the cost of repair is 10% or more of the then replacement cost of Premises.

**12.1.4. "Building Total Destruction"** shall herein mean damage or destruction to Building to the extent that the cost of repair is 10% or more of the then replacement cost of such Building.

**12.1.5. "Insured Loss"** shall herein mean damage or destruction which was caused by an event required to be covered by the insurance described above in the Insurance section of this Lease.

**12.2. Partial Damage--Insured Loss:** Subject to the provisions of Paragraphs 12.4, 12.5 and 12.6, if at any time during the term of this Lease there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage or Building Partial Damage, then Landlord shall, at Landlord's expense, repair such damage, but not Tenant's fixtures, equipment or tenant improvements unless the same have become a part of the Premises pursuant to Section 8 hereof, as soon as reasonably possible, and this Lease shall continue in full force and effect.

**12.3. Partial Damage--Uninsured Loss:** Subject to the provisions of Paragraphs 12.4, 12.5 and 12.6, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Partial Damage or Building Partial Damage, unless caused by a negligent or willful act of Tenant (in which event Landlord shall make the repairs at Tenant's expense), Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event this Lease shall continue in full force and effect, and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such ten (10) day period this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

**12.4. Total Destruction:** If at any time during the term of this Lease there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction or Building Total Destruction, this Lease shall automatically terminate as of the date of such total destruction.

**12.5. Abatement of Rent; Tenant's Remedies**

**12.5.1.** In the event of damage described in Paragraphs 12.2 or 12.3, and Landlord or Tenant repairs or restores the Premises pursuant to the provisions of this paragraph, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of Premises is impaired. Except for abatement of rent, if any, Tenant shall have no claim against Landlord to any damage suffered by reason of any such damage, destruction, repair, or restoration.

**12.5.2.** If Landlord shall be obligated to repair or restore Premises under the provisions of this paragraph and shall not commence such repair or restoration within ninety (90) days after such obligations shall accrue, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the

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commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

- 12.6. Termination--Advance Payments:** Upon termination of this Lease pursuant to this paragraph, an equitable adjustment shall be made concerning advance rent and any advance payments made by Tenant to Landlord. Landlord shall, in addition, return to Tenant so much of Tenant's security deposit as has not theretofore been applied by Landlord.
- 12.7. Waiver:** Tenant waives the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

### 13. ASSIGNMENT AND SUBLETTING

- 13.1. Subletting:** Tenant may not sublet Premises.
- 13.2. Landlord's Consent Required:** Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in Premises, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Landlord shall respond to Tenant's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance without such consent shall be void, and shall constitute a breach of this Lease.
- 13.3. No Release of Tenant:** Regardless of Landlord's consent, no assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment. In the event of default by any assignee of Tenant or any successor of Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said assignee. Landlord may consent to subsequent assignments of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and such action shall not relieve Tenant of liability under this Lease.
- 13.4. Excess of Consideration:** If the value of the consideration to be received by Tenant for such assignment (after deducting leasing commissions, rental paid during any period in which Premises were vacant, the unamortized part of Tenant's contribution to tenant improvements, if any, and any other reasonable out-of-pocket expenses of Tenant incurred in connection with such subleasing or assignment of Premises) will exceed the sum of the Monthly Rent and the additional rent, or prorated portion thereof as the case may be, Tenant shall pay to Landlord, as additional Monthly Rent, one hundred percent (100%) of the excess of the consideration paid in connection with or pursuant to the assignment, over the sum of the Monthly Rent and the additional Rent then due applicable to the assigned space.
- 13.5. Administrative Fees:** In the event Tenant shall assign Premises or request the consent of Landlord to any assignment or if Tenant shall request the consent of Landlord for any act Tenant proposes to do, then Tenant shall pay landlord's reasonable administrative fees (including attorneys' fee) incurred in connection therewith, such fees not to exceed \$750.00 for each such request.
- 13.6. Merger:** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate

all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

#### 14. DEFAULTS AND REMEDIES

**14.1. Defaults by Tenant:** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

**14.1.1.** The vacating or abandonment of Premises by Tenant.

**14.1.2.** The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant. In the event that Landlord serves Tenant with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

**14.1.3.** The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described the subparagraph above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

**14.1.4.** The making by Tenant of (i) any general arrangement or assignment for the benefit of creditors; (ii) Tenant becomes a "debtor" as defined in 11 U.S.C. 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this paragraph is contrary to any applicable law, such provision shall be of no force or effect.

**14.1.5.** The discovery by Landlord of any material false financial statement given to Landlord by Tenant, any assignee of Tenant, any successor in interest of Tenant, or any guarantor of Tenant's obligation hereunder.

**14.2. Remedies:** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach do the following:

**14.2.1.** Terminate Tenant's right to possession of Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of Premises; expenses of reletting, including necessary renovation and alteration of Premises, and reasonable attorneys' fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of

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the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided;

**14.2.2.** Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder;

**14.2.3.** Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

**14.3. Default by Landlord:** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

**14.4. Late Charges:** Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. If a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of rent, then rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding paragraph 4 or any other provision of this Lease to the contrary.

**14.5. Impounds:** If a late charge is payable hereunder, whether or not collected, for three (3) installments of rent or any other monetary obligation of Tenant under the terms of this Lease, Tenant shall pay to Landlord, if Landlord shall so request, in addition to any other payments required under this Lease, a monthly advance installment, payable at the same time as the monthly rent, as estimated by Landlord, for any expenses on the Premises which are payable by Tenant under the terms of this Lease. Such fund shall be established to insure payment when due, before delinquency, of any or all such obligations. If the amounts paid to Landlord by Tenant under the provisions of this paragraph are insufficient to discharge the obligations of Tenant to pay such expenses as the same become due, Tenant shall pay to Landlord, upon Landlord's demand, such additional sums necessary to pay such obligations. All the moneys paid to Landlord under this paragraph may be intermingled with other

moneys of Landlord and shall not bear interest. In the event of a default in the obligations of Tenant to perform under this Lease, then any balance remaining from funds paid to Landlord under the provisions of this paragraph, at the option of Landlord, in lieu of being applied to the payment of such expenses, may be applied to the payment of any monetary default of Tenant.

## **15. CONDEMNATION**

If Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of Premises, or more than 25% of the area of the Building, is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing only within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area of Premises. Any award for the taking of all or any part of Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. If this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of severance damages received by Landlord in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. Tenant shall pay any amount in excess of such severance damages required to complete such repair.

## **16. ESTOPPEL CERTIFICATE**

- 16.1.** Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement written on Landlord's estoppel certificate form (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.
- 16.2.** At Landlord's option, Tenant's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one (1) month's rent has been paid in advance, or such failure may be considered by Landlord as a default by Tenant under this Lease.
- 16.3.** If Landlord desires to finance, refinance, or sell Premises, or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by such lender or purchaser. Such statements shall include the past three (3) years' financial statements of Tenant. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

## 17. SUBORDINATION

- 17.1.** This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which Premises are a part and to all advances made on the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or after the date of said mortgage, deed of trust, or ground lease, or the date of recording thereof.
- 17.2.** Tenant agrees to execute any documents required to effectuate an attornment, a subordination or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease, as the case may be. Tenant's failure to execute such documents within ten (10) days after written demand shall constitute a material default by Tenant hereunder, or, at Landlord's option, Landlord shall execute such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant does hereby make, constitute, and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place and stead, to execute such documents in accordance with this paragraph.

## 18. CALIFORNIA CIVIL CODE WAIVER

Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of Premises, California Civil Code Sections 1941 and 1942 with respect to Landlord's repair duties and Tenant's right to repair, California Civil Code Section 1950.7 with respect to the return of a security deposit, and California Code of Civil Procedure Section 1265.130, allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of Premises by condemnation as herein defined, and any right of redemption or reinstatement of Tenant under any present or future case law or statutory provision (including California Code of Civil Procedure Sections 473 and 1179, California Civil Code Section 3275) in the event Tenant is dispossessed from Premises for any reason, and California Civil Code Section 1950.7 with respect to time periods during which any Security Deposit must be returned. This waiver applies to future statutes enacted in addition or in substitution of the statutes specified herein.

## 19. FORCE MAJEURE

If any event of Force Majeure, as defined herein, prevents a party from performing an obligation under this Lease or causes a delay in the performance of such obligation, such party shall be excused from such performance and such performance obligation shall be postponed for the duration of the Force Majeure event. "**Force Majeure**" shall mean any prevention, delay, or stoppage of a party's performance of its obligations under this Lease which arises as a result of:

- 19.1.** Events beyond the reasonable control, prevention and foreseeability of the party affected by the delay, including, but not restricted to, strikes, curfews, insurrection, rebellion, riots, acts of God, pandemics, epidemics, quarantine restrictions, freight embargoes, inability to obtain labor or materials, temporary governmental order, restriction or delay (but only to the extent that any such delay is not attributable to the failure of the party whose performance is delayed to comply with requirements imposed by Applicable Laws) or other temporary governmental acts, war, invasion, enemy action, civil

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commotion, explosion, fire, earthquakes, global pandemic/governmentally acknowledged state of emergency or other casualty, but (a) expressly excluding financial inability, and (b) expressly acknowledging that the actions of any party's employees, agents and invitees are to be deemed to be within the reasonable control, prevention and foreseeability of such party for the purposes of this definition;

**19.2.** In the case of University, any condition that threatens the security or safety of persons or property within the Building or the Premises; or

**19.3.** With respect to a claim of Force Majeure by (a) Tenant as the affected party, any default by University, which adversely affects Tenant's ability to perform, and (b) University as the affected party, any default by Tenant, which adversely affects University's ability to perform.

### **20. INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS**

This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither the Landlord or any employees or agents of the Landlord have made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of said Premises and Tenant acknowledges that Tenant assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of Premises and the compliance thereof with all applicable laws and regulations in effect during the terms of the Lease except as otherwise specifically stated in this Lease.

### **21. BINDING EFFECT AND CHOICE OF LAW**

Subject to any provisions hereof restricting assignment by Tenant, this Lease and the covenants and conditions contained herein shall bind the parties and the respective heirs, successors, executors, administrators and assigns of all of the parties hereto. All the parties hereto shall be jointly and severally liable for the covenants contained herein. This Lease shall be governed by the laws of the state where Premises are located.

### **22. ATTORNEYS' FEES**

If either party brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

### **23. WAIVERS**

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

### **24. NO PARTNERSHIP**

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Notwithstanding any other provision of this Lease, Landlord does not by this Lease, in any manner nor for any purpose, become a partner of, or enter into a joint venture with, Tenant in the conduct of its business or otherwise.

### **25. SEVERABILITY**

The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

### **26. CUMULATIVE REMEDIES**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

### **27. COVENANTS AND CONDITIONS**

Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

### **28. CONFLICT**

Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

### **29. TIME OF ESSENCE**

Time is of the essence.

### **30. QUIET POSSESSION**

Upon Tenant paying the rent for Premises and observing and performing all the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of Premises for the entire term hereof subject to all of the provisions of this Lease.

### **31. FOREIGN ENTITIES**

Tenant represents and warrants to Landlord that the entity(s) or individual(s) constituting Tenant, or which may own or control Tenant, or which may be owned or controlled by Tenant, or which may be an affiliate of Tenant, are not a Foreign Source, as defined in Section 117 of the Higher Education Act (HEA) of 1965. If, at any time during the Lease Term, any such entity(s) or individual(s) shall be deemed to be a Foreign Source, Tenant shall promptly notify Landlord of such fact and shall provide all relevant information required to be reported by University under the HEA.

### **32. OFAC Representation**

Tenant represents and warrants to Landlord, and agrees, that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that the entity(ies) or individual(s) constituting Tenant, or which may own or control Tenant, or which may be owned or controlled by Tenant, or any of Tenant's affiliates, or any of their respective partners, members, shareholders or other equity owners, and their respective employees, officers, directors, representatives or agents are not and at no time will be:

**32.1.** In violation of any Applicable Laws relating to terrorism or money laundering; or

**32.2.** Among the individuals or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List for the purpose of identifying suspected terrorists or on the most current list published by

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the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or any replacement website or other replacement official publication of such list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, known as Executive Order 13224) or other governmental action and Subtenant will not Transfer this Sublease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

### **33. AUTHORITY**

If Tenant is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity. If Tenant is a corporation, trust or partnership, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord evidence of such authority satisfactory to Landlord.

### **34. ADDENDUM**

Attached hereto is an addendum or addenda containing Schedules, Exhibits and Addenda, which constitute a part of this Lease.

RIC Startup Lab Lease Agreement

In witness whereof, the duly authorized Parties have executed this Lease as of Effective Date.

**Tenant:** Long Company Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Landlord:** The Regents of the University of California

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule 1: Tenant Name, Status, Address**

Company name,

with the following legal entity status \_\_\_\_\_,

having a principal place of business at \_\_\_\_\_

**Schedule 2: Premises for Exclusive Use Location and Description**

EXAMPLE: one (1) lab bench in Room 130 – QB3 Incubator, located at Stanley Hall, room ####, consisting of approximately 96 assignable square feet of lab/workstation space. See attached floor plan for additional information.

**Schedule 3: Premises for Non-Exclusive Use Location and Description**

EXAMPLE: Ancillary bench space, write-up stations, sink in Premises, and any of the following areas appurtenant to Premises in Building: common entrances, lobbies, elevators, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drives, platforms, public restrooms, and common walkways and sidewalks necessary for access to the Premises.

**Schedule 4: Lease Term**

EXAMPLE:

Lease Term:

Lease Commencement Date:

Lease Expiration Date:

Extended Term:

**Schedule 5: Monthly Rent, Rent Adjustments, and Security Deposit\***

EXAMPLE:

Monthly Rent: Six Hundred Dollars (\$600.00).

Rent Adjustments:

From June 8, 2021 – June 30, 2021 @ \$6.25 per Assignable Square Foot for 96 Square Feet, or \$460.00 per month (prorated for month).

From July 1, 2021 – May 31, 2022 @ \$6.25 per Assignable Square Foot for 96 Square Feet, or \$600.00 per month.

Security Deposit: Nine Hundred Dollars (\$900.00).

\* Costs and terms of use for conference room rentals, equipment usage, and other services in Building are listed in Addendum 1.

**Schedule 6: Parking Provision**

EXAMPLE: Tenant shall have the right but not the obligation to purchase parking permit(s) from the Campus Parking Office at the prevailing rate for use in the general faculty/staff campus parking lots.

**Schedule 7: Contacts and Addresses for Payments and Notices**

**To University:**

The Regents of the University of California  
Attn: Shauna Brown, Manager  
Real Estate Services  
A&E Building  
Berkeley, CA 94720-1382

**With Copy to:**

**EXAMPLE:**

**Bakar Labs**

**Attn: Adrian Miu**

**2630 Bancroft Way**

**Berkeley, CA 94720**

**To Tenant:**

**Company Name**

**Attn: Person Name**

**Address 1**

**Address 2**

**Email**

**Phone**

**Exhibit A:  
Floor Plan**

**Exhibit B:  
Emissions, Storage, Use, and Disposal of Matter**

Notwithstanding anything to the contrary provided in this Exhibit B, LANDLORD agrees that TENANT may contract with LANDLORD for LANDLORD to provide certain mutually-agreed-upon support services related to: oversight and proper management of hazardous chemicals, radiation, and/or biological agents. Any such agreements shall be documented in a written Memorandum of Understanding (MOU) signed by both TENANT and LANDLORD's Office of Environment, Health & Safety (EH&S). The existence of one or more MOUs shall in no way relieve TENANT of the responsibility to comply, at TENANT's sole cost and expense, with all applicable federal, state, and local regulations, as well as applicable University and Berkeley Campus policies and procedures.

**1. Definitions**

For purposes of this Exhibit B, the following terms shall be defined as set forth herein.

- 1.1. **"Applicable Law"** shall include federal, state, and local statutes, regulations, rules, ordinances, and all other governmental requirements.
- 1.2. **"Hazardous Material"** shall include, but shall not be limited to: (a) any material, substance, organism, or waste which is or hereafter shall be listed, regulated or defined by Applicable Law) or the Berkeley Campus Policy to be hazardous, biohazardous, acutely hazardous, extremely hazardous, radioactive, toxic, or dangerous; (b) asbestos or asbestos-containing materials; (c) polychlorinated biphenyls (PCBs); (d) radon gas; (e) laboratory wastes; (f) experimental products, including genetically engineered microbes; (h) petroleum, natural gas, or other petroleum product; (i) any radiation-producing machine; and (j) medical waste as defined in the Medical Waste Management Act, div. 20, chap. 6.1 of the California Health and Safety Code.

**2. Compliance and Response**

During the term of this Lease:

- 2.1. TENANT shall comply in all respects with both Applicable Law and with the rules, regulations and policies of LANDLORD, including those dealing with safety and environmental issues, ("Berkeley Campus Policies") generally applicable to LANDLORD's Berkeley Campus. Tenant is provided written notice of the Berkeley Campus Policies through the web sites found at "www.berkeley.edu" and "ehs.berkeley.edu." Compliance shall include, but not be limited to: (a) acquisition of and compliance with all permits, licenses, orders, requirements, approvals, plans and authorizations which are or may become necessary for conduct of TENANT's operations on Premises; (b) compliance with all regulatory requirements relating to such operations or the substances and equipment used therein or the emissions, emanations and wastes generated thereby; and (c) reporting, investigation, and remediation of, or other response to the exposure or potential exposure, of any person to, or the emission, discharge or other release of any Hazardous Material into Premises or the environment.
- 2.2. TENANT shall promptly respond to and remedy (by removal and proper disposal or such other methods as shall be reasonably required) to the satisfaction of applicable governmental agencies any release or discharge of any Hazardous Material connected with TENANT's operation or TENANT's presence on Premises. All such action shall be done in TENANT's name, and at TENANT's sole cost and expense. For purposes of Exhibit B, the term **"respond"** shall include, but not be limited to, the investigation of environmental conditions, the preparation of feasibility reports or remedial plans, and

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the performance of any cleanup, remediation, containment, maintenance, monitoring or restoration work. Any such actions shall be performed in a good, safe, workmanlike manner and shall minimize any impact on the businesses or operations conducted at Premises. In its discretion, LANDLORD may, but shall not be required to, enter Premises personally or through its agents, consultants or contractors and perform all or any part of the response activity or remedial action which it feels is reasonably necessary to comply with the terms of this Lease, and shall be reimbursed for its costs thereof and for any liabilities resulting therefrom.

- 2.3. TENANT will promptly notify LANDLORD of TENANT's receipt of any notice, request, demand, inquiry or order, whether oral or written, from any government agency or any other individual or entity relating in any way to the presence or possible presence of any Hazardous Material on, in, under or near Premises or the TENANT's compliance with, or failure to comply with, Applicable Law or the Berkeley Regulations. Receipt of such notice shall not be deemed to create any obligation on the part of LANDLORD to defend or otherwise respond to any such notification.
- 2.4. Promptly upon discovery thereof, TENANT will notify LANDLORD of the discovery of any release, discharge, or emission of any Hazardous Material or of the existence of any other condition or occurrence which may constitute or pose a significant presence or potential hazard to human health and safety or to the environment, whether or not such event or discovery necessitates any report to any other person or government agency.
- 2.5. Prior to bringing any Hazardous Material onto Premises, TENANT shall notify LANDLORD in writing of the intended amount and identity of each Hazardous Material. LANDLORD may prohibit the presence of some or all such Hazardous Materials if, in LANDLORD's sole opinion, the presence of the Hazardous Material would cause undue risk to LANDLORD's operations. In addition, TENANT shall provide LANDLORD with a copy of each Hazardous Material Business Plan (HMBP), including any updates, or other documents submitted to a regulatory agency identifying Hazardous Materials on TENANT's Premises,

### 3. Emissions

TENANT shall not:

- 3.1. Permit any vehicle on Premises to emit exhaust which is in violation of any Applicable Law or the Berkeley Campus Policies;
- 3.2. Create, or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any real property adjacent to Premises, or which will create a nuisance or violate any Applicable Law or the Berkeley Campus Policies;
- 3.3. Transmit, receive, or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about Premises, or anywhere else, or which interferes with the operation of any electrical, electronic, telephonic or other equipment wherever located, whether on the Premises or anywhere else;
- 3.4. Create, or permit to be created, any ground or Building vibration that is discernible outside Premises; and
- 3.5. Produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not be discernible outside Premises.

4. **Indemnification**

TENANT shall pay for all costs associated with, and defend (with attorneys reasonably satisfactory to LANDLORD), indemnify and hold harmless LANDLORD from, claims, damages, expenses, encumbrances, fees, fines, penalties or costs (including, but not limited to, legal fees; the costs of notice to any other person; the costs of environmental or technical risk assessment; any cleanup or remedial costs; the costs of any monitoring, sampling or analysis; and any diminution in property value or losses due to non-rentability arising out of or in any way connected with the presence of any Hazardous Material on the Premises or TENANT's alleged violation of Applicable Law or the Berkeley Campus Policies). This obligation shall not apply, if and to the extent that: (a) such claims, damages, expenses, encumbrances, fees, fines, penalties, or costs arose solely out of conditions existing on the Premises prior to the commencement of TENANT's first possession of the Premises or conditions created on the Premises after TENANT has quit Premises; and (b) TENANT did not violate any Applicable Law or the Berkeley Regulations or act negligently with respect to, or otherwise contribute to, the condition or the hazard posed by the condition.

5. **Survival**

The duties set forth in this Exhibit B shall survive the termination of this Lease for two (2) years.

6. **Disposal of Other Matter:**

6.1. **Refuse Disposal:** TENANT shall not keep any trash, garbage, waste, or other refuse on the Premises except in sanitary containers and shall regularly and frequently remove and dispose of the same from the Premises. TENANT shall keep all incinerators, containers or other equipment used for storage or disposal of such matter in a clean and sanitary condition and shall promptly dispose of all other waste.

6.2. **Sewage Disposal:** TENANT shall properly dispose of all sanitary sewage and shall not use the sewage disposal system: (a) for the disposal of anything except sanitary sewage, or (b) in excess of the lesser of the amount allowed by the sewage treatment works or permitted by any governmental entity. TENANT shall keep the sewage disposal system free of all obstructions and in good operating condition.

**Exhibit C:  
Summary of Services and Utilities**

The following is a summary of service and utility responsibilities of Landlord (L) and Tenant (T).

Note that for internet and phone service, Landlord will provide one active network data port to Tenant at no additional cost to Tenant. Tenant will be billed separately for phone service on Premises.

	NOT APPLICABLE	PROVIDED BY	PAID BY	FREQUENCY
Paper Supplies, dispensers and waste containers (premises & restrooms)		L	L	As needed
Light bulbs & fluorescent light tubes and starters		L	L	As needed
Ballasts and transformers for fluorescent lights, light switches and electrical outlets		L	L	As needed
Heating and air conditioning control switches		L	L	As needed
Janitorial service for interior of Premises (dust, waste removal, vacuum, mop, cleaning)		L	L	As scheduled
Janitorial service for interior of the shared common laboratory area (dust, waste removal, vacuum, mop, cleaning)		L	L	As scheduled
Janitorial service for exterior of Premises and common areas		L	L	As scheduled
Carpet, tile and linoleum		L	L	As needed
Gas		L	L	24 hours/day
Electric		L	L	24 hours/day
Water		L	L	24 hours/day
Window washing - interior		L	L	As needed
Landscaping and gardening		L	L	As scheduled
Drapes, blinds, window shades		L	L	As needed
Kitchen appliances	X			As needed
Refuse and rubbish and garbage disposal		L	L	As scheduled
Pest control		L	L	As needed
Other: Biowaste disposal		T	T	As needed

**Exhibit D:  
Summary of Repair and Maintenance Responsibilities**

The following is a summary of repairs and maintenance responsibilities of Landlord (L) and Tenant (T).

	PROVIDED BY	PAID BY	NOT APPLICABLE
Foundations	L	L	
Exterior & Bearing Walls	L	L	
Roof	L	L	
Electrical Systems	L	L	
Lighting Systems	L	L	
Plumbing Systems	L	L	
Heating Systems	L	L	
Ventilation Systems	L	L	
Air Conditioning Systems	L	L	
Alarm Systems	L	L	
Plate Glass	L	L	
Windows & Window Frames	L	L	
Gutters, Drains, Downspouts	L	L	
Elevators	L	L	
Floor Slabs	L	L	
Common Areas	L	L	
Ceilings	L	L	
Interior Walls	L	L	
Interior Doors	L	L	
Interior Surfaces & Windows	L	L	
Appliances & Fixtures (excluding Tenant's)	L	L	
Repainting of Interior Walls (every <u>  0  </u> years)			X
Base and/or moldings	L	L	
Parking Lot Area	L	L	
Other:			X

**Exhibit E:  
Landlord's Building Rules and Regulations**

1. Sidewalks, doorways, vestibules, halls, stairways, and similar areas shall not be obstructed by tenants or used for any purpose other than ingress and egress to and from the leased premises and for going from one to another part of the building.
2. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by Tenant, and Landlord shall not in any case be responsible therefor.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other part of the building, except of such color, size, and style and in such places as shall be first approved in writing by Landlord.
4. Directories will be placed by Landlord, at its own expense, in conspicuous places in the building. No other directories shall be permitted unless previously consented to by Landlord in writing.
5. Tenants shall not do, or permit anything to be done in or about the building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the building, or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.
6. Landlord shall have the power to prescribe the weight and position of iron safes or other heavy equipment, which shall in all cases, to distribute weight, stand on plank strips at least two inches thick. Any damage to the building caused by installation or removal of tenant's property, or done by tenant's property while in the building, shall be repaired at the expense of tenant.
7. Tenant shall notify the building manager when safes or other heavy equipment are to be taken in or out of the building, and the moving shall be done under the supervision of the building manager, after written permit from Landlord. Persons employed to move such property shall be approved by Landlord.
8. Corridor doors, when not in use, shall be kept closed.
9. No furniture, packages, or bulky material of any kind will be received in the building or carried up or down stairs or in the elevators, except in the manner and at the times specified by Landlord.
10. Each tenant shall cooperate with Landlord's employees in keeping leased premises neat and clean. Tenants shall not employ persons for the purpose of such cleaning.
11. To ensure orderly operation of the building, no ice, mineral or other water, towels, newspapers, etc., shall be delivered to any leased premises, except by persons appointed or approved in writing by Landlord.
12. Should a tenant require telegraphic, telephonic, annunciator or other communications service, Landlord will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed except as Landlord shall direct. Electric current shall not be used for power or heating without Landlord's prior written permission.
13. Landlord shall, at reasonable hours, have the right to enter premises leased to tenants, to examine same or to make such alterations and repairs as may be deemed necessary, or to exhibit the same to prospective tenants.

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14. Tenants shall not make or permit any improper noises in the building, or otherwise interfere in any way with other tenants, or persons having business with them.
15. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the building.
16. No machinery of any kind shall be operated on leased premises without the prior written consent of Landlord, nor shall a tenant use or keep in the building any inflammable or explosive fluid or substance.
17. Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in its judgment shall from time to time be needed for the safety, protection, care and cleanliness of the building and the Startup Lab, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees.

**Addendum 1:  
Work Agreement and Costs of Additional Facilities, Services, and Equipment  
for RIC Startup Lab Lease Agreement**

[Note to RIC Startup Lab management:

will facility access be pursuant to a RIC Core Facility Access Agreement for any applicable facility, or  
will services provided be pursuant to a RIC Routine Services Agreement for any applicable service?]

**EXAMPLE:**

**Membership**

Facility access – lab (per person)	\$100	monthly
Facility access – lab and core (per person)	\$400	monthly
EH&S support (per company)	\$200	monthly, required

**Additional Items**

Fume Hoods	\$25	per hour
Biosafety Cabinets	\$25	per hour
Fridge (4 degree)	\$50	per half shelf, monthly
Freezer (-20 degree) in freezer farm	\$50	per half shelf, monthly
Freezer (-20 degree) in lab	\$60	per half shelf, monthly
Freezer (-80 degree) in freezer farm	\$50	per rack, monthly
Freezer (-80 degree) in lab	\$60	per rack, monthly
Flammable cabinet	\$25	per bin, monthly
Conference rooms	\$25	per hour
Lab table	\$40	per table, monthly
Office desk and chair	\$40	per set, monthly
Full-service Glasswash + Autoclave Service	\$100	per month
General Autoclave Usage	\$40	per month
Full-service Autoclave – Media Only	\$30	per load