

## REAL PROPERTY LICENSE AGREEMENT

This Real Property License Agreement (the “Agreement”) is dated as of \_\_\_\_\_ and entered into by and between Pasadena Bio Collaborative Incubator, a California non-profit organization (“Licensor”), and Name of Signatory, Name of Tenant Company (“Licensee”, and together with the Licensor, the “Parties”).

### RECITALS

WHEREAS, pursuant to that certain Lease Agreement dated as of November 3, 2009, including all addendums thereto (the “Lease Agreement”), Crossroads Trust, et al, (“Crossroads”) leased to Licensor certain premises consisting of approximately 5,564 square feet of space as described on Exhibit A attached hereto (the “Licensed Area”) located at 2265 Foothill Boulevard, Pasadena, California 91107 (the “Building”); and

WHEREAS, Licensor desires to grant to Licensee and its employees, agents, invitees, consultants, contractors and subcontractors (collectively, its “Representatives”) (i) a revocable, non-exclusive license to enter and use the Licensed Area on the terms and conditions set forth below, and (ii) a revocable exclusive license to use a portion of the space located within the Licensed Area as shown on the floor plan attached hereto as Exhibit B (the “Space Area”).

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Grant of License.** Subject to the provisions, covenants and agreements herein contained, Licensor hereby grants to Licensee an exclusive license (the “Exclusive License”) to use the Space Area. Licensor hereby further grants to Licensee a non-exclusive license (the “Non-Exclusive License”, and together with the Exclusive License, the “License”) to use (i) ~~the Licensed Area, excluding the portion of the workbench located within the Licensed Area not designated as the Bench Area for the purposes herein specified for the Term, as hereinafter defined,~~ (ii) to use Licensor’s equipment located in the Licensed Area, including, but not limited to, any waterbath, centrifuge, refrigerator, freezer, incubator, hood, spectrophotometer, or thermal cycler, and (iii) the common facilities of the Building in common and subject to the rights of tenants in the Building (and the guests, sublessees, licensees and invitees of said tenants).

**2. Term.** The term of the License shall be [month-to-month] (the “Term”) with a thirty (30) day notice to be given by either Licensee or Licensor when terminating this Agreement. This License shall terminate on \_\_\_\_\_, 20\_\_\_\_.

**3. Termination.** In addition to any and all other rights or remedies provided in this Agreement or which Licensor may have at law, in equity, or otherwise, in the event that Licensee fails to comply with any obligations imposed upon Licensee hereunder, Licensor shall have the right, after three (3) days notice to Licensee of any such non-compliance and Licensee’s failure to remedy same within such period (or if such non-compliance cannot be remedied within such three (3) day period, Licensee’s failure to commence a cure within such period and diligently thereafter pursue such cure to completion), to terminate this Agreement on the date specified by

Licensors in such notice, and Licensee shall immediately vacate the Licensed Area as required hereby.

**4. Fee and Deposit.** In consideration of Licensor executing this Agreement and providing Licensee with access to, and use of, the Licensed Area, and in consideration of forgoing other opportunities with other users of the Licensed Area, Licensee shall pay to Licensor a monthly fee as set forth in Schedule 1 (the “Fee”). The Fee is payable in advance on the first day of each month to Licensor at the address from time to time specified by Licensor. The Fee for any partial month shall be prorated on the basis of the number of days in such month and the number of days in such month in the Term. Upon execution of this Agreement, Licensee shall pay to Licensor (i) the first month’s Fee, and (ii) a deposit in the amount specified as the “Deposit” in Schedule 1.

**A. Annual Fee Adjustment.** The Fee ~~may shall~~ be increased by the Licensor on each anniversary date of this Agreement by 3.0 % or the CPI rounded down to the nearest whole number, whichever is lower in the amount that the Licensor determines is reasonable after notice and consultation with the Licensee.

**B. Insufficient Payment.** If the Fee is paid by Licensee in the form of a check and that check is returned for insufficient payment, for any reason, Licensee shall be responsible for any and all costs incurred by Licensor as a result of the returned check. Licensor shall be obligated to submit the check, by mail, for deposit within three (3) working days of the receipt of the check.

**C. Nonpayment of Fee.** The Fee is due on the first day of each month. If Licensee fails to make payment when due, Licensee shall be in default and this License shall terminate as described in Section 3 of this Agreement.

**D. Holdover.** If Licensee shall continue to use, or store personal property in, the Licensed Area at the termination of this Agreement or expiration of the Term without a written agreement, such use shall be deemed a month-to-month use under the same terms and conditions of this Agreement except that the monthly Fee shall be in the amount of 150% of the monthly Fee (or such other amount as Licensor and Licensee may mutually agree) in effect at the expiration of this Agreement prorated to the date Licensee removes its personal property from the Building and completes restoration and repair of all damage resulting from the removal of such property. Nothing contained herein shall grant Licensee the right to holdover after the Term of this Agreement (as it may be extended) has expired.

**5. No Representations; Nature of Licensed Area.** Licensee acknowledges and agrees that the Licensee is being provided with access to, and use of, the Licensed Area, and Licensee shall accept the Licensed Area, in its then “as is” condition as of the execution of the Agreement and Licensee’s occupation or use of any portion of the Licensed Area shall be conclusive evidence that the Licensed Area was in good order and satisfactory condition when Licensee was granted access. Licensor has not made nor does Licensor make any representations or warranties with respect to the Building or the Licensed Area and Licensee agrees that Licensor does not have any obligation to perform any work or otherwise prepare the Licensed Area for Licensee’s use. LICENSEE ACKNOWLEDGES THAT THE LICENSED

AREA IS NOT SEPARATELY DEMISED FROM OTHER AREAS AND PREMISES IN THE BUILDING. LICENSEE UNDERSTANDS THAT THE LICENSED AREA IS NOT A SECURE AREA AND LICENSEE TAKES FULL RESPONSIBILITY FOR THE SECURITY OF ITS PERSONAL AND INTELLECTUAL PROPERTY. LICENSOR IS NOT RESPONSIBLE FOR THE SECURITY OF ANY OF LICENSEE'S PERSONAL PROPERTY OR INTELLECTUAL PROPERTY. LICENSOR SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY LICENSEE IN THE EVENT OF ANY LOSS, CASUALTY OR THEFT. LICENSOR RECOMMENDS THAT LICENSEE ARRANGE FOR THE SECURE STORAGE AND PROTECTION OF ITS PERSONAL AND INTELLECTUAL PROPERTY.

**6. Alterations.** Licensee shall not make or cause to be made any alterations, installations, improvements, additions or other physical changes in or about the Licensed Area without obtaining the prior written consent of Licensor with respect thereto.

**7. Repairs.** Licensee, at its sole cost and expense, shall maintain and take good care of the Licensed Area, including the fixtures and appurtenances therein, and shall not damage any furniture, fixtures or equipment of any person. All damage or injury to the Licensed Area or to any other part of the Building, or to its fixtures, equipment or appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from misuse or negligent conduct or omission of Licensee or its Representatives, shall be repaired, at Licensee's sole cost and expense, by Licensee to Licensor's reasonable satisfaction. Licensee also shall repair all damage to the Building and the Licensed Area caused by the installation, moving or removing of its property.

**8. Use.** Licensee may use and access the Licensed Area for the uses set forth on Schedule 1 and for no other purpose. Subject to the terms of this Agreement, Licensee shall have access to the Building and Licensed Area at all times (24 hour per day, 7 day per week basis), subject to force majeure. Licensee shall not commit waste, overload the floors or structure of the Building, subject the Licensed Area or the Building to any use which could damage the same or raise or violate any insurance coverage, permit any unreasonable odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Licensed Area or the Building, take any action which would constitute a nuisance or would disturb, obstruct or endanger any others in the Building, take any action which would abrogate any warranties, or use or allow the Licensed Area to be used for any unlawful purpose.

**9. Requirements of Law.** Licensee, at its sole cost and expense, shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all governmental authorities now existing or hereafter created, and of any and all of their departments and bureaus, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Building.

**10. Services.** Pursuant to the terms of the Lease Agreement, Crossroads is required to supply Building standard amounts of water and electricity, which Licensee shall hereby have the right to use until the expiration or sooner termination of this License; ~~provided however, that the charges for the use of electricity and water shall be as set forth below in Paragraph A of this Section 10.~~ Licensee shall not have any right to use the parking spaces of the Building.

Licensee shall pay to Licensor, at the charges established by Licensor from time to time, for any extra services furnished by Licensor or Crossroads in excess of the standard services set forth above or during hours other than ordinary business hours and for any and all supplementary services provided by Licensor, Crossroads or their respective agents to Licensee, which charges shall be payable by Licensee upon demand by Licensor. Licensee shall not install or use in the Licensed Area any equipment which would generate heat so as to adversely affect the heating, ventilating and air-conditioning system, whether or not such system is presently operable. Licensee acknowledges and agrees that pursuant to the Lease Agreement, Crossroads shall have free access to any and all mechanical installations of Crossroads, including, but not limited to, air-conditioning, fan, ventilating hoods and machine rooms, telephone rooms and electrical closets. Licensee further agrees that neither Licensee nor its Representatives shall at any time enter the said enclosures or tamper with, adjust, touch or otherwise in any way affect said mechanical installations. Licensee further acknowledges and agrees that pursuant to the Lease Agreement, Crossroads reserves the right to stop service of the plumbing, heating or cleaning services, when necessary by reason of accident or emergency or for inspection, repairs, alterations, decorations, additions or improvements, which in the judgment of Crossroads are desirable or necessary to be made, until the same shall have been completed, and shall further have no responsibility or liability for failure to supply any of such services in such instance, nor shall Licensor have any responsibility or liability for any such action taken by Crossroads. Except as expressly set forth in this Section 10, Licensor shall have no obligation to supply any services to the Licensed Area. Licensee acknowledges and agrees that Licensor shall have no obligation to provide telephone service, although Licensee shall pay for such service if so provided by Licensor, to the extent utilized by Licensee or any of its employees, contractors, subcontractors or agents.

~~A. Rate Charges for Use of Electricity and Water. Licensee may be required to pay Licensor electricity and water charges. Licensor shall have the right, in its sole discretion, to increase the electricity and water rate that Licensee shall pay per month. In the event of an increase in the electricity rate by Licensor, Licensor shall verbally notify Licensee of the new monthly electricity and water rate 15 days prior to the next payment date of the Fee.~~

**11. Insurance.** Licensee shall obtain and shall keep in full force and effect a policy of comprehensive public liability (including coverage for bodily injury, property damage, and personal injury (employee and contractual liability exclusions deleted), contractual liability, owner's protective liability and broad form property damage) with (i) Licensee named as the insured thereunder and (ii) Licensor and any mortgagee (of which Licensor shall give Licensee notice) named as additional insured thereunder. Such insurance shall include coverage for Licensee's indemnification obligations hereunder. The minimum limits of liability under such policy shall be a combined single limit of not less than Two Million Dollars (\$2,000,000) with respect to each occurrence. Such policies of insurance shall be issued by an insurance company licensed to do business in California. If any such insurance policy provides for a deductible, the deductible shall not exceed \$1,000. Licensee shall deliver certificates of said insurance to Licensor prior to Licensee's occupying the Licensed Area, said certificates to provide that thirty (30) days' prior notice shall be given to Licensor in the event of cancellation or non-renewal. All insurance maintained by Licensee shall be primary to any insurance provided by Licensor. The limits of such insurance shall not, under any circumstances, limit the liability of Licensee

hereunder. Licensee, on its behalf and on behalf of its insurer, hereby waives all rights of subrogation with respect to Licensor.

**12. Non-Exclusive Use.** The Non-Exclusive License granted hereunder is expressly non-exclusive and neither the payment of any amounts hereunder by Licensee nor any other provision of this Agreement shall impair in any way Licensor's rights or ability to negotiate with any person with respect to the use by such person of the Licensed Area, except to the extent of the rights specifically granted to Licensee hereunder, including but not limited to those pursuant to the Exclusive License.

**13. Assignment.** Licensor shall not assign or sublicense its rights or delegate its duties under this Agreement (whether by operation of law, transfer of interest in Licensee or otherwise).

**14. Default of Lease Agreement by Licensor.**

Licensee agrees that if Licensor's rights under the Lease Agreement are terminated as a result of Licensor's default thereunder, this Agreement shall terminate immediately. Licensor would no longer be obligated to honor or in any way perform any of the obligations of Licensor as defined in this Agreement. Further, Licensee shall have no recourse against Licensor or Crossroads as a result of such termination.

**15. Waiver of Jury Trial.** Licensee and Licensor hereby waive trial by jury in any action, proceeding or counterclaim brought by either of Licensee or Licensor against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement. If Licensor commences any summary proceeding against Licensee, Licensee shall not interpose any counterclaim of whatever nature or description in any such proceeding. Moreover, Licensee shall not seek to consolidate such proceeding with any other action which may have been or may be brought in any other court by Licensee.

**16. Access.** Licensee acknowledges and agrees that Crossroads, Licensor and their respective agents shall have the right, from time to time throughout the Term, to enter any portion of the Licensed Area to examine the same, to show the same to prospective purchasers, mortgagees, licensees or lessees of the Building or any space therein, and to make such repairs, alterations, improvements or additions as Crossroads or Licensor, as the case may be, may deem necessary or desirable to the Licensed Area (or any other portion of the Building), including, but not limited to, pipes, conduits and structural modifications, or, with respect to Licensor, to make repairs or perform any work which Licensee is obligated to make or perform under this Agreement, at Licensee's sole cost and expense, which Licensor is entitled to make or may elect to perform following Licensee's failure to so repair or perform. None of the foregoing shall give rise to any liability on the part of Crossroads or Licensor. Any work performed or inspections or installations made pursuant to this Section 16 shall be made with reasonable diligence and in a manner designed to minimize interference with Licensee's use of the Licensed Area; provided, however, that neither Crossroads nor Licensor shall be obligated to employ contractors or labor at overtime or other premium pay rates or incur any other overtime costs or expenses whatsoever.

**17. Ingress and Egress in Licensee's Licensed Area.** Licensee understands that Licensors, Crossroads and other tenants of the Building, if any, shall be permitted to pass through the Licensed Area at any time to travel from one part of the Building to the other and Licensee understands that with, reasonable, prior notice other tenants within the Building may from time to time need to move, carry and or relocate large pieces of equipment or assembled systems through the Licensed Area. Licensee is obligated to provide for a navigable path to be used by others through the Licensed Area and to allow and make any accommodations (including but not limited to moving benches or furniture) that are necessary for large pieces of equipment or assembled systems to be moved through the Licensed Area.

**18. End of Term of the License.** Upon the expiration or earlier termination of the Term of the License, Licensee shall vacate the Licensed Area, broom clean, in good order and condition, ordinary wear and tear excepted, and Licensee shall remove all of its property therefrom. Licensee acknowledges that occupation and use of the Licensed Area must cease upon the expiration or earlier termination of this License. The provisions of this Section shall survive the expiration or earlier termination of the Term of this License. If Licensee fails to fulfill its obligations under this Section 18, Licensors shall have the right, in its sole discretion and without prejudice to any other remedy it may have under this Agreement or at law, or so much thereof as necessary, to satisfy Licensee's obligations under this Section at Licensee's sole cost and expense.

**19. Limitation of Liability.** Licensors' obligations under this Agreement shall not be binding upon Licensors after the sale, conveyance, assignment or transfer by Licensors of its interest in the Building and in the event of any such sale, conveyance, assignment or transfer, Licensors shall be and hereby is entirely freed and relieved of all covenants and obligations of Licensors hereunder to the extent that such transferee assumes Licensors' obligations under this Agreement, subject to the terms hereof. None of the Licensors Parties or Licensee Parties (as defined in Section 27) shall be liable for the performance of Licensors' or Licensee's obligations, respectively, under this Agreement. Licensee shall look solely to Licensors to enforce Licensors' obligations hereunder and shall not seek any damages against any of the Licensors Parties, and vice versa.

**20. Notice.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given to any party (i) upon delivery to the address of such party specified below if delivered in person or by courier, or if sent by certified or registered mail (return receipt requested), postage prepaid, (ii) upon dispatch if transmitted by telecopy or other means of facsimile, in any case to the parties at the following address(es) or telecopy number(s), as the case may be:

If to Licensors:

PASADENA BIOSCIENCE COLLABORATIVE INCUBATOR  
2265 Foothill Blvd.  
Pasadena, CA 91107  
Attention: President  
Facsimile No: (626) 507-8490  
Telephone No: (626) 765-3919  
E-mail: [contact@pasadenabiosci.org](mailto:contact@pasadenabiosci.org)

If to Licensee:

Company Name \_\_\_\_\_

Attention: Signatory

Facsimile No: \_\_\_\_\_

Telephone No: \_\_\_\_\_

E-Mail: \_\_\_\_\_

or to such address (es) as any party may designate by written notice in the aforesaid manner.

**21. Attorneys' Fees.** In the event of a dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees. If any party brings an action or proceeding involving the Licensed Area whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Licensor shall be entitled to reasonable attorneys' fees, costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default or resulting breach.

**22. Governing Law/Amendments.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and may be amended or otherwise modified only by a written instrument duly executed by Licensor and Licensee.

**23. Liens.** Licensee shall permit no liens to be filed or recorded against the Licensed Area or the Building by any supplier, laborer, contractor, or merchant with respect to services, labor or material contracted for or obtained by Licensee. Licensee shall hold Licensor harmless from and against all expenditures, disbursements or costs incurred by Licensor as a result of, or related to, any such lien or any notice of intent to file such a lien. For purposes of this Section 23, the filing or recording of a notice of intention to file such a lien shall be deemed to be the filing or recording of a lien.

**24. Subordination.** The provisions of this Agreement shall be subordinate in all respects to the Lease Agreement. All rights granted to Licensee under this Agreement shall be limited to those rights granted to Licensor by Crossroads pursuant to the Lease Agreement.

**25. Recording.** Neither this Agreement nor any notice or memorandum hereof shall be recorded by Licensee or any entity claiming under or through Licensee in any public real estate records. In the event that this Agreement is recorded, this Agreement shall be

automatically terminated, null and void as of the date and time of such recording, and Licensee's rights hereunder shall thereupon cease and revert to Licensor.

**26. Confidentiality.** Licensee and Licensor each acknowledges that Licensor and other occupants in the Building, including other licensees of Licensor, shall be developing commercial applications of proprietary intellectual property and conducting research. Licensee and Licensor each agrees that it shall keep all information it obtains from such other licensees, sublessees and occupants of the Building strictly confidential and shall not utilize or disclose any information obtained from any other licensee, sublessee or occupant of the Building without its prior consent in each instance. This Agreement of confidentiality runs to the benefit of Licensor and each other licensee, sublessee and occupant from time to time of the Building.

**27. Indemnity.** Except as set forth in this Section 27 and to the extent not prohibited by law, Licensor, its members, partners, trustees, ancillary trustees and their respective officers, affiliates, directors, shareholders, beneficiaries, agents, servants, employees, and independent contractors (collectively, the "Licensor Parties") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Licensee or by other persons claiming through Licensee. Licensee shall indemnify, defend, protect and hold harmless Licensor Parties from any and all loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause related to Licensee's occupancy of the Licensed Area and occurring in, on or about the Licensed Area or any acts, omissions or negligence of Licensee or any other person claiming by, through or under Licensee and its respective affiliates, officers, agents, servants, employees, and independent contractors (collectively, the "Licensee Parties"), in, on or about the Building, either prior to, during or after the expiration of the Term, provided that the terms of the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Licensor or the Licensor Parties. Should any Licensor Party be named as a defendant in any suit brought against Licensee in connection with or arising out of an event covered by the foregoing indemnity, Licensee shall pay to Licensor or such Licensor Party its costs and expenses incurred in such suit, including, without limitation its actual professional fees such as appraisers', accountants', and attorney's fees. Further, Licensee's agreement to indemnify Licensor Parties pursuant to this Section 27 is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by Licensee pursuant to the provisions of this Agreement, to the extent such policies cover the matters subject to the parties' respective indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Agreement. The provisions of this Section 27 shall survive the expiration or sooner termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination.

**28. Hazardous Substances Indemnity; Prohibited Substances.**

**A. Indemnity.** Licensee is responsible for any and all Hazardous Substances (as defined in the Lease Agreement) that Licensee brings to the Building for any purpose. Licensee is solely responsible for the safe and legal transportation, storage, generation, handling, disposal, or other use of any and all hazardous substances Licensee brings to the Building. Licensee agrees to transport, store, generate, handle, dispose, or otherwise use any and all Hazardous Substances brought to the Building according to the law and follow any and all



guidelines set forth by any and all of the governing bodies that oversee Hazardous Substances. LICENSEE AGREES TO INDEMNIFY AND HOLD LICENSOR HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, CLAIMS, DANGERS, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES) ARISING FROM LICENSEE'S TRANSPORTATION, STORAGE, GENERATION, HANDLING, DISPOSAL, OR OTHER USE OF ANY AND ALL HAZARDOUS SUBSTANCES.

**B. Forbidden Substances and Activities.** At no time shall the Licensee bring infectious materials or explosive materials into the Building including the parking lot and vehicles parked in the parking lot. Licensee will not maintain a vivarium nor conduct animal research of any kind within the Building.

**29. Reservation of Rights to Evict.** Licensor expressly reserves any and all right to recover the Licensed Area, or institute unlawful detainer proceedings, as Licensor deems appropriate in its sole discretion, at any time after the expiration of the Term for Licensee's occupation of the Licensed Area, and Licensee shall remain liable for all actual damages provided in this Agreement whether or not Licensor elects to recover the Licensed Area in any manner permitted at law, in equity, or under this Agreement.

**30. Lost Keys.** If at anytime Licensee loses any key to the Building, Licensee shall be responsible for paying any and all costs incurred to change the locks and provide all Building tenants with a new set of keys. Any key not returned after the Term of this Agreement shall be considered lost.

**31. Legal Entity Formation Documents.** Prior to the commencement of this Agreement, Licensee shall provide to Licensor a copy of its incorporation documents and any other document(s) evidencing its lawful organization and compliance with the relevant law(s) or code including permits required for the state governing its jurisdiction.

**32. Rules and Regulations of the Building.** Licensee will abide by the Rules and Regulations of the Building as described in Exhibit C to this Agreement. It is the responsibility of the Licensee to acquaint any person that visits or works within the Licensed Area and common areas with the Rules and Regulations of the Building.

**33. Partial Invalidity.** If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**34. Execution in Counterparts.** This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**35. Entire Understanding.** This Agreement and the agreements referred to herein constitute the entire understanding and shall not be changed, altered, modified or discharged, except in writing consented to by all parties.

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**LICENSOR**

PASADENA BIOSCIENCE COLLABORATIVE INCUBATOR,  
a California non-profit organization

By: \_\_\_\_\_  
Name: Robert C. Bishop  
Title: President

**LICENSEE**

Company Name:

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1

**Expiration Date of License:** Month to month contract, thirty (30) day notice

**Monthly License Fee:** \$1300.00

**Deposit:** \$1300.00

**Agreed Upon Use of Licensed Area:** Laboratory use.

**Agreed Upon Use of Bench Area:** Laboratory use and storage of Licensee's personal property.

EXHIBIT A

LICENSED AREA

Approximately 5,564 square feet of continuous space commercial/industrial unit that is part of a larger building. Licensee is permitted access and use of the following common areas: [unisex bathrooms and the “shared (as designated by Licensor)” laboratory sink, kitchen, reception area and conference room.

EXHIBIT B

SPACE AREA

(See attached diagram.)

## EXHIBIT C

### BUILDING RULES AND REGULATIONS

Licensee may, upon request of any Licensee, waive the compliance by such Licensee of any of the following rules and regulations, provided that (i) no waiver shall be effective unless signed by Licensor's authorized agent, (ii) any such waiver shall not relieve such Licensee from the obligation to comply with such rule or regulation in the future, unless otherwise agreed to by Licensor, (iii) no waiver granted to any Licensee shall relieve any other Licensee from the obligation of complying with these rules and regulations, unless such other Licensee has received a similar written waiver from Licensor, and (iv) any such waiver shall not relieve such Licensee from any liability to Licensor for any loss or damage occasioned as a result of such Licensee's failure to comply.

1. Licensee shall not install sign, placard, picture, advertisement, name or notice on any part of the outside or inside of the Building without the prior written consent of Licensor. Licensor shall have the right to remove, at Licensee's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors, windows and walls shall be printed, painted, affixed or inscribed at the expense of Licensee by a person chosen by Licensor, using materials of Licensor's choice and in a style and format approved by Licensor. Licensor shall have sole power and discretion to control the quantity, size, location, and design of all Licensee identification signage. No such signage shall be erected without Licensor's written consent.

2. Licensee must use Licensor's blinds in all exterior and atrium window offices. No awning shall be permitted on any part of the Licensed Area. Licensee shall not place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Licensed Area.

3. Licensee shall not obstruct any sidewalks, halls, passages, exits, or entrances of the Building. The halls passages, exits, and entrances are not for the general public, and Licensor and Crossroads shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Licensor or Crossroads, as the case may be, would be prejudicial to the safety, character, reputation and interests of the Building and its occupants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any Licensee normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No Licensee and no employee or invitee of any Licensee shall go upon the roof of the Building. No Licensee shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use of the entrances, corridors, and other public portions or facilities of the Building by other occupants.

4. [Reserved]

5. Licensor shall exclusively provide all cleaning and janitorial services for the Building and the Licensed area, and except with the written consent of Licensor, no person or persons other than those approved by Licensor shall be employed by Licensee or permitted to enter the Building for the purpose of cleaning the same. Licensee shall not cause any

unnecessary labor by carelessness or indifference to the good order and cleanliness of the Licensed Area. Neither Crossroads nor Licensor shall in any way be responsible to any Licensee for any loss of property on the Licensed Area, however occurring, or for any damage to any of Licensee's property by the janitor or any other employee or any other person.

6. Licensor will furnish Licensee, free of charge, with two keys to each door lock in the Licensed Area. Licensor may make a reasonable charge for any additional keys. Licensee shall not make or have made additional keys, and Licensee shall not alter any lock or install a new additional lock or bolt on any door of the Licensed Area. Licensee, upon the termination of its License, shall deliver to Licensor the keys of all doors which have been furnished to Licensee, and in the event of loss of any keys so furnished, shall pay Licensor therefor.

7. If Licensee requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Licensor's instructions in their installation.

8. Licensee will not operate any equipment that uses extraordinary amounts of electricity. For equipment deemed to be too power intensive by Licensor, Licensee will have the choice of either ceasing the use of the equipment or paying charges in addition to the amount set forth in Section 10 hereof. Licensor agrees that none of the Licensor's equipment located in the Licensed Area shall be subject to this provision.

9. Licensee shall not place a load upon any floor of the Licensed Area which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Licensor shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects, if such objects are considered necessary by Licensee, as determined by Licensor, shall stand on such platforms as determined by Licensor to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Licensee, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Licensor or to any other occupant of the Building, shall be placed and maintained by Licensee, at Licensee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Licensor. Licensor will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Licensee.

10. Except for properly stored acetone, methanol, ethanol, isopropyl alcohol, hydrogen peroxide and nitrate, Licensee shall not use or keep in the Licensed Area any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Licensee shall not use or permit to be used in the Licensed Area any foul or noxious gas or substance, or permit or allow the Licensed Area to be occupied or used in a manner offensive or objectionable to Licensor or other occupants of the Building by reason of noise, odors or vibrations, nor shall Licensee bring into or keep in or about the Licensed Area any birds or animals.



**11.** Licensee shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Licensor to assure the most effective operation of the Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Licensee has actual notice, and shall refrain from attempting to adjust controls other than room thermostats installed for Licensee's use. Licensee shall keep corridor doors closed, and shall close window coverings at the end of each business day. Heat and air conditioning shall be provided during ordinary business hours of generally recognized business days, but not less than the hours of 8:00 a.m. to 6:00 p.m. on Monday through Friday, and for other periods consistent with Section 10A of the Agreement. Legal holidays it being understood that legal holidays shall mean and refer to those holidays of which Licensor provides Licensee with reasonable prior written notice which shall in any event include those holidays on which the New York Stock Exchange is closed.

**12.** Licensor reserves the right, exercisable without notice and without liability to Licensee, to change the name and street address of the Building.

**13.** Licensor and Crossroads reserve the right to exclude from the Building between the hours of 6 p.m. and 7 a.m. the following day, or such other hours as may be established from time to time by Licensor or Crossroads, as the case may be, and on Saturdays, Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the Building and has a pass or is properly identified. Licensee shall be responsible for all persons for whom it requests passes and shall be liable to Licensor for all acts of such persons. Neither Crossroads nor Licensor shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. Licensor and Crossroads reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

**14.** Licensee shall close and lock the doors of the Licensed Area and entirely shut off all water faucets or other water apparatus, and electricity, gas or air outlets before Licensee and its employees leave the Licensed Area. Licensee shall be responsible for any damage or injuries sustained by other Licensees or occupants of the Building or by Licensor for noncompliance with this rule.

**15.** Licensor and Crossroads may for reasons including but not limited to business competition or Building safety prohibit any person or persons from having access to the Building.

**16.** The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Licensee who, or whose employees or invitees, shall have caused it.

**17.** Licensee shall not make any room-to-room solicitation of business in the Building. Licensee shall not use the Licensed Area for any business or activity other than that specifically provided for in this Agreement.

**18.** Licensee shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building. Licensee shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere. No Licensee shall make any unseemly or disturbing noises or disturb or interfere with the occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, whistling, singing, or in any other way.

**19.** Licensee shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Licensed Area or any part thereof, except to install normal wall hangings. With approval of Licensor, Licensee may mount any wall structure or have electrical or other work done in the Licensed Area. Licensor reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Licensed Area. Licensee shall not cut or bore holes for wires. Licensee shall not affix any floor covering to the floor of the Licensed Area in any manner except as approved by Licensor. Licensee shall repair any damage resulting from noncompliance with this rule.

**20.** Licensee shall not install, maintain or operate upon the Licensed Area any vending machine without the written consent of Licensor.

**21.** Licensee shall cooperate to prevent canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Building.

**22.** Licensor reserves the right to exclude or expel from the Building any person who, in Licensor's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

**23.** Licensee shall store all its trash and garbage within the Licensed Area. Licensee shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Licensor.

**24.** The Licensed Area shall not be used for the storage of merchandise held for sale to the general public, or for lodging or for manufacturing of any kind, nor shall the Licensed Area be used for any improper, immoral or objectionable purpose. No cooking shall be done or permitted by any Licensee in the Licensed Area, except that use by Licensee of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted, and the use of a microwave shall be permitted, provided that the microwave shall not be used for the preparation of popcorn, and provided further that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

**25.** Licensee shall not use in any space or in the public halls of the Building any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as Licensor may approve. Licensee shall not bring any other vehicles of any kind into the Building.

**26.** Licensee shall not use the name of the Building in connection with or in promoting or advertising the business of Licensee except as Licensee's address.

**27.** Licensee shall comply with all safety, fire protection and evacuation procedures and regulations established by Licensor or any governmental agency.

**28.** Licensee assumes any and all responsibility for protecting the Licensed Area from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Licensed Area.

**29.** The requirements of Licensee will be attended to only upon appropriate application to the office of the Building by an authorized individual. Employees of Licensor shall not perform any work or do anything outside of their regular duties unless under special instructions from Licensor, and no employee of Licensor will admit any person (Licensee or otherwise) to any office without specific instructions from Licensor.

**30.** [Reserved]

**31.** Licensor may waive any one or more of these Rules and Regulations for the benefit of Licensee or any other licensee, but no such waiver by Licensor shall be construed as a waiver of such Rules and Regulations in favor of Licensee or any other licensee, nor prevent Licensor from thereafter enforcing any such Rules and Regulations against any or all of the licensees of the Building.

**32.** Licensor reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Licensee agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

**33.** Licensee shall be responsible for the observance of all of the foregoing rules by Licensee's employees, agents, clients, customers, invitees and guests.

**34.** Licensee agrees that it will allow and encourage its employees to participate in programs which may be undertaken by Licensor or Crossroads independently, or in cooperation with local municipalities or governmental agencies, to reduce peak levels of commuter traffic. Such programs may include, but shall not be limited to, carpools, vanpools and other ride-sharing programs, public and private transit, and events supporting alternative transportation.

**35.** These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease or license of premises in the Building.