

Attachment B

Office Lease Agreement

OFFICE LEASE AGREEMENT

1201 DOVE STREET
NEWPORT BEACH, CALIFORNIA

THIS OFFICE LEASE AGREEMENT (the "Lease") is made and entered into as of the 17th day of June, 2021, by and between **AG DOVE OWNER, L.P.**, a Delaware limited partnership ("Landlord") and **RISK PLACEMENT SERVICES, INC.**, an Illinois corporation ("Tenant"). Pursuant to the terms of this Lease, Landlord agrees to lease the Premises (hereinafter defined) to Tenant and Tenant agrees to lease the Premises from Landlord. The Lease includes the following exhibits and attachments: Exhibit A (Outline and Location of Premises), Exhibit B (Expenses and Taxes), Exhibit C (Work Letter), Exhibit D (Building Rules and Regulations), Exhibit E (Additional Provisions), Exhibit F (Intentionally Omitted), Exhibit G (Statement of Tenant Regarding Lease Commencement), Exhibit H (Asbestos Notification), Rider No. 1 (Extension Option Rider), Rider No. 2 (Fair Market Rental Rate), and Rider No. 3 (Options in General).

1. Basic Lease Information.

1.01 "Building" shall mean the building located at 1201 Dove Street, Newport Beach, California, which Building is commonly known as 1201 Dove Street (the "Project"). As used herein, "Rentable Square Footage of the Building" is deemed to be 82,867 square feet. "Property" shall mean the Building, any other buildings in the Project and the parcel(s) of land on which they are located. "Common Areas" shall mean the portion of the Building and Property that are designated by Landlord for the common use of tenants and others.

1.02 "Premises" shall mean the area shown on Exhibit A to this Lease. The Premises are located on the second (2nd) floor of the Building and known as Suite 240. The "Rentable Square Footage of the Premises" is deemed to be 2,812 square feet. The Premises were measured by Landlord in accordance with the Standard Method for Measuring Floor Area in Office Buildings ANSI Z65.1 – 2017 Method B. The Premises shall not be subject to measurement by either party. Subject to Landlord's security requirements, repairs made by Landlord to the Building, and Sections 16 and 17 of the Lease, Tenant shall have access to the Premises, twenty-four hours per day, 365/366 days per year.

1.03 "Base Rent":

Period or Months of Term	Annual Base Rent	Monthly Base Rent	Monthly Base Rent per Rentable Square Foot of the Premises
1-12**	\$107,980.80	\$8,998.40*	\$3.20
13-24	\$111,355.20	\$9,279.60	\$3.30
25-36	\$114,392.16	\$9,532.68	\$3.39
37-48	\$118,104.00	\$9,842.00	\$3.50
49-60	\$121,478.40	\$10,123.20	\$3.60
61-65	\$125,190.24	\$10,432.52	\$3.71
*Subject to abatement as set forth in Section 1 of Exhibit E.			
**Plus any partial month, if any, at the beginning of the Lease Term.			

1.04 "Tenant's Pro Rata Share": 3.39% (2,812 square feet within the Premises / 82,867 square feet within the Building). Tenant shall pay Tenant's Pro Rata Share of Taxes and Expenses in accordance with Exhibit B of this Lease. Landlord may equitably recalculate Tenant's Pro Rata Share from time to time based upon the remeasurement of the Building and to the extent permitted by tenant leases the remeasurement of spaces in the Building.

1.05 "Base Year" for Taxes: 2021; "Base Year" for Expenses: 2021.

1.06 "Term": A period of sixty-five (65) full calendar months. The Term shall commence upon the date that is the later of (the "Commencement Date") (a) October 1, 2021 or (b) fourteen (14) days following the commencement of the Early Entry Period (as defined in Section 2.01 below), and shall expire on the date (the "Expiration Date") immediately preceding the sixty-fifth (65th) monthly anniversary of the Commencement Date; provided, however, that if the Commencement Date is a date other than the first (1st) day of a month, the Expiration Date shall be the last day of the month that is sixty-five (65) months after the month in which the Commencement Date falls, unless extended or earlier terminated pursuant to this Lease, . Tenant shall have one (1) option to extend the Term for an additional period of three (3) years, pursuant to and in accordance with the terms and conditions of Rider No. 1, Rider No. 2 and Rider No. 3 attached hereto.

1.07 "Security Deposit": Waived.

1.08 "Broker": CBRE on behalf of both Landlord and Tenant.

1.09 "Permitted Use": General office and administrative purposes.

1.10 "Notice Addresses":

1201 DOVE STREET
Risk Placement Services

Landlord:

AG DOVE OWNER, L.P.
c/o Lincoln Property Company
19600 Fairchild Road, Suite 100
Irvine, California 92612
Attention: Property Manager, 1201 Dove

Tenant:

Prior to Lease Commencement:

Risk Placement Services, Inc.
2850 Golf Road
Rolling Meadows, Illinois 60008
Attention: President

After Lease Commencement:

Risk Placement Services, Inc.
1201 Dove Street, Suite 240
Newport Beach, California 92660
Attention: President

1.11 **"Landlord Work"** means the work that Landlord is obligated to perform in the Premises pursuant to the separate work letter agreement (the **"Work Letter"**) attached to this Lease as Exhibit C.

1.12 **"Parking"**: Tenant shall purchase a total of twelve (12) parking passes for unreserved parking spaces. The monthly cost during the Term for unreserved spaces shall be as follows (collectively, the **"Parking Fee"**): (a) \$0.00 for the first thirty-six (36) full calendar months on the initial Term; (b) \$45.00 per unreserved parking space per month for the thirty-seventh (37) full calendar month through the end of the initial Term; and (c) Landlord's prevailing rate thereafter, subject to the payment of Expenses attributable to the parking areas and to the provisions set forth in Section 28. In addition, subject to availability as determined by Landlord from time to time, Tenant may purchase on a month-to-month basis up to seven (7) additional parking passes for unreserved spaces at the applicable Parking Fee specified above. In the event such seven (7) additional parking passes for unreserved spaces are not available in the Building's parking areas, Landlord agrees to use commercially reasonable efforts to determine whether any unreserved spaces are available for Tenant to purchase on a month-to-month basis at any property then owned by Landlord's affiliates that are in close proximity to the Building. Tenant agrees to pay for such parking passes as Additional Rent (defined in Section 3) under the Lease. Except as set forth in this Section 1.12 and Section 28 herein, the purchase of such parking passes shall be subject to the Rules and Regulations as set forth in Exhibit D to the Lease. Notwithstanding the above, Landlord shall provide, at Tenant's cost, all of Tenant's employees that work at the Premises with access cards and/or parking badges as Tenant will be working off of a rotational program at the Premises. For example, if Tenant has thirty (30) employees on a rotational program at the Premises, then all thirty (30) employees will be provided the appropriate access cards and/or parking badges, but Tenant will only utilize the number of parking spaces that Tenant is leasing pursuant to this Section 1.12 above on a daily basis.

1.13 **"Guarantor"**: None.

2. Adjustment of Commencement Date; Possession.

2.01 Notwithstanding anything to the contrary contained herein, Tenant shall have the right to install its furniture, fixtures, furnishings and equipment (including, without limitation, data cabling, telephones and IT equipment and related cabling, security, audio visual and printing equipment, and furniture systems) and otherwise readying the Premises for Tenant's use and occupancy during the period (the **"Early Entry Period"**) from the date of Substantial Completion of the Landlord Work (as both such terms are defined in Exhibit B attached hereto) until the Commencement Date, provided that all of the terms and conditions of this Lease shall apply during the Early Entry Period, except that Tenant's obligation to pay Base Rent and Tenant's Pro Rata Share of Expenses and Taxes shall not apply during the Early Entry Period. It is understood that Tenant will have a fourteen (14) day time period after Landlord achieves Substantial Completion to cause the installation of its items provided above, and Substantial Completion shall not be deemed to have been achieved nor shall Tenant's fourteen (14) day period herein commence unless and until all of the flooring (including all carpeting) has been installed in the Premises. The estimated start date for the Early Entry Period is October 1, 2021 (**"Target Start Date"**). Landlord's failure to Substantially Complete the Landlord Work by the Target Start Date shall not be a default by Landlord or otherwise render Landlord liable for damages or change the Commencement Date, but the commencement date of the Early Entry Period shall be delayed until the date of Substantial Completion of the Landlord Work (as such date may be adjusted as provided in this Section 2.01). If Landlord is delayed in causing Substantial Completion of the Landlord Work as a result of the acts or omissions directly attributable to Tenant, the Tenant Related Parties (defined in Section 13) or their respective contractors or vendors, including, without limitation, Tenant's failure to comply with any of its obligations under this Lease (including, without limitation, the Work Letter attached hereto as Exhibit C) (each a **"Tenant Delay"**), the Landlord Work shall be deemed to be Substantially Complete on the date that Landlord could reasonably have been expected to Substantially Complete the Landlord Work absent any Tenant Delay. Any Tenant Delay asserted by Landlord will require one (1) business day's prior written notice to Tenant's space planner/project manager before same shall be considered a Tenant Delay. It is further understood and agreed that if for any reason the Commencement Date occurs pursuant to the terms of this Lease on a day other than the first (1st) day of a calendar month, the period commencing on the Commencement Date and ending on the last day of the calendar month in which the Commencement Date occurs shall be an initial stub period which shall be added to the initial Term and Tenant shall pay all Rent (defined in Section 3 below) and other charges with respect to such stub period (on a prorated basis as referenced in Section 3 below) at the same rate applicable to the first (1st) full calendar month of this Lease (ignoring any abatement pursuant to Section 1 of Exhibit E). Following such stub period and commencing as of the first (1st) day of the first (1st) full calendar month following the month in which the Commencement Date occurs, Tenant shall commence the payment of Rent and other charges payable hereunder as if the initial Term had actually commenced on such date. The use of the stub period described above is intended to provide for ease of administration and calculation of all amounts owed hereunder, it being agreed that all rental adjustments will be determined as of the first (1st) day of a calendar month and the Term of the Lease will end as of the last day of a calendar month (unless earlier terminated pursuant to the terms hereof). The delay in the performance by Tenant

hereunder shall not be deemed to be a Tenant Delay if such delay arises from any cause beyond the reasonable control of Tenant or Tenant's contractors and suppliers, including without limitation delays caused by weather conditions, labor or material shortages.

2.02 Subject to Landlord performing any required Landlord Work as provided in the Work Letter and Landlord's ongoing obligations in this Lease, the Premises are accepted by Tenant in "AS IS" condition and configuration without any representations or warranties by Landlord.

2.03 Promptly following the determination of the Commencement Date, the parties shall enter into a Commencement Date Agreement prepared by Landlord setting forth the actual Commencement Date and expiration dates. The form of Commencement Date Agreement is attached hereto as Exhibit G.

3. **Rent.** Upon execution of this Lease, Tenant shall pay to Landlord the sum of \$8,998.14 constituting Base Rent due and payable by Tenant for the first full calendar month of the Term for which Rent is payable hereunder. Tenant shall pay Landlord, without any setoff or deduction (except as expressly provided in the Lease) all Base Rent and Additional Rent for the Term (collectively referred to as "Rent") when due. "Additional Rent" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord under this Lease, including, without limitation, payments for insurance, repairs and parking and Tenant's Pro Rata Share of Taxes and Expenses. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. All Rent payable by Tenant hereunder shall be paid to Landlord in lawful money of the United States of America, by check or wire transfer made payable to the entity constituting Landlord hereunder and sent to the address designated in Section 1.10 of the Basic Lease Information, or to such other location or address as Landlord may designate from time to time. Tenant shall pay Landlord an administration fee equal to 5% of all past due Rent. In addition, past due Rent shall accrue interest at 5% per annum (or the maximum rate legally permissible, whichever is less). Notwithstanding the foregoing, Tenant shall be entitled to notice and the expiration of a five (5) day cure period prior to imposition of any late charge or interest charge under this Section 3 one (1) time per calendar year; after such written notice has been provided to Tenant in a calendar year, Tenant shall not be entitled to any further notice prior to imposition of a late charge or interest under this Section 3 in such calendar year. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant's covenant to pay Rent is independent of every other covenant in this Lease. Further, in the event any check submitted by Tenant is returned by reason of "non sufficient funds", Tenant shall pay to Landlord an "NSF Fee" at Landlord's standard rate then in effect.

4. **Compliance with Laws; Use.** The Premises shall be used for the Permitted Use and for no other use whatsoever. From and after the Commencement Date, Tenant shall occupy the Premises in compliance with all applicable laws, ordinances, codes, rules, regulations, orders, and other lawful requirements ("Laws") provided that Tenant shall not be obligated to make any structural or capital changes to, modifications of or repairs required by any such Laws, unless such arise expressly due to Tenant's unique and specific use and occupancy of the Premises and not from the mere use of same for general office purposes or Tenant undertaking any Alterations following the Commencement Date that are atypical for general office use. As of the Commencement Date, to Landlord's actual knowledge, Landlord represents to Tenant that the Common Areas of the Building and the Premises will be in full compliance with all applicable Laws associated with construction, operation, use and maintenance of the Common Areas of the Building and the Premises, for the Permitted Use; provided, however, if such representation is not true, Landlord shall remedy the same at Landlord's sole cost and expense and not as a cost included in Expenses. Pursuant to Section 1938 of the California Civil Code, Landlord hereby advises Tenant that the Premises has not undergone an inspection by a certified access specialist (a "CASp") and no representations are made with respect to compliance with accessibility standards. Further, pursuant to Section 1938 of the California Civil Code, Landlord notifies Tenant 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." Therefore and notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant agree that (a) Tenant may, at its option and at its sole cost, cause a CASp to inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law, (b) the parties shall mutually coordinate and reasonably approve of the timing of any such CASp inspection so that Landlord may, at its option, have a representative present during such inspection, and (c) Tenant shall be solely responsible for the cost of making any repairs necessary to correct violations of Tenant's construction-related accessibility standards within the Premises. Tenant shall comply with the Rules and Regulations of the Building attached as Exhibit D and such other reasonable rules and regulations adopted by Landlord from time to time. Landlord shall not discriminate in its enforcement of any such rules and regulations. In the event of any conflict between the terms of the Lease and the terms of any such rules and regulations, the terms of the Lease shall control.

5. **Security Deposit.** Intentionally Deleted.

6. **Building Services.** Landlord shall furnish Tenant with the following services: (a) hot and cold water for lavatories, toilets, water fountains and any breakroom or kitchen in or appurtenant to the Premises; (b) customary heat and air conditioning in season from 8:00 A.M. to 6:00 P.M., Monday through Friday and if Tenant delivers a written request to Landlord at least twenty-four (24) hours in advance 8:00 A.M. to 12:00 P.M. Saturdays (excepting nationally recognized holidays, which currently include New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) (collectively, the "**Building Service Hours**"), and Tenant shall have the right to receive HVAC service during hours other than the Building Service Hours by paying

Landlord's then standard charge for additional HVAC service with a two (2) hour minimum and providing such reasonable prior notice as is specified by Landlord; (c) standard janitor service; (d) passenger elevator service; and (e) Building standard electricity for general office purposes. Electricity used by Tenant in the Premises shall, at Landlord's option, be paid for by Tenant either: (i) through inclusion in Expenses (except as provided for excess usage); (ii) by a separate charge payable by Tenant to Landlord; or (iii) by separate charge billed by the applicable utility company. Landlord's failure to furnish, or any interruption, diminishment or termination of, services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in Section 27.02) shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement.

An "Abatement Event" shall be defined as an event that prevents Tenant from using the Premises or any portion thereof, as a result of any failure to provide Landlord required services or access to the Premises, where (a) such event is within Landlord's reasonable control, (b) Tenant does not actually use the Premises or such portion thereof, and (c) such event is not caused by the negligence or willful misconduct of Tenant, its agents, employees or contractors. Tenant shall give Landlord notice ("**Abatement Notice**") of any such Abatement Event, and if such Abatement Event continues beyond the Eligibility Period (as that term is defined below), then the Base Rent and Tenant's Pro Rata Share of Expenses and Taxes and Tenant's obligation to pay the Parking Fee shall be abated entirely or reduced, as the case may be, after expiration of the Eligibility Period for such time that Tenant continues to be so prevented from using, and does not use, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises; provided, however, in the event that Tenant is prevented from using, and does not use, a portion of the Premises for a period of time in excess of the Eligibility Period and the remaining portion of the Premises is not sufficient to allow Tenant to effectively conduct its business therein, and if Tenant does not conduct its business from such remaining portion, then for such time after expiration of the Eligibility Period during which Tenant is so prevented from effectively conducting its business therein, the Base Rent and Tenant's Pro Rata Share of Expenses and Taxes and Tenant's obligation to pay Parking Fee for the entire Premises shall be abated entirely for such time as Tenant continues to be so prevented from using, and does not use, the Premises. If, however, Tenant reoccupies any portion of the Premises during such period, the Base Rent and Tenant's Pro Rata Share of Expenses and Taxes and Tenant's obligation to pay the Parking Fee allocable to such reoccupied portion, based on the proportion that the rentable area of such reoccupied portion of the Premises bears to the total rentable area of the Premises, shall be payable by Tenant from the date Tenant reoccupies such portion of the Premises. The term "**Eligibility Period**" shall mean a period of five (5) consecutive business days after Landlord's receipt of any Abatement Notice(s). Such right to abate Base Rent and Tenant's Pro Rata Share of Expenses and Taxes and Tenant's obligation to pay the Parking Fee shall be Tenant's sole and exclusive remedy under this Lease and at law or in equity for an Abatement Event. If a fire or other casualty results in Tenant's inability to use the Premises or a portion thereof, the terms and conditions of Section 16 of the Lease shall apply rather than this Section 6.

If Tenant uses water, electricity, heat or air conditioning in excess of the Building standard level of services supplied by Landlord pursuant to the terms hereof, or if Tenant's consumption of electricity shall exceed Building standard electrical consumption as referenced in subsection 6(e) above, Tenant shall pay to Landlord, upon billing, the cost of such excess consumption, the cost of the installation, operation, and maintenance of equipment which is installed in order to supply such excess consumption, and the cost of the increased wear and tear on existing equipment caused by such excess consumption. In order to measure the amount of electricity provided to the Premises, Landlord may, at its sole discretion and at Landlord's sole cost and expense, install devices to separately meter Tenant's electrical consumption. If Tenant desires to use heat, ventilation or air conditioning during hours other than those for which Landlord is obligated to supply such utilities pursuant to the terms of this Section 6, Tenant shall give Landlord such prior notice, if any, as Landlord shall from time to time establish as appropriate, of Tenant's desired use in order to supply such utilities, and Landlord shall supply such utilities to Tenant at such hourly cost to Tenant (which shall be treated as Additional Rent) as Landlord shall from time to time establish. The current hourly cost, which is subject to increase in Landlord's reasonable discretion, is Sixty-Five Dollars (\$65.00) per hour per zone within the Premises. The provisions of this section shall not apply to any supplemental HVAC units installed by or on behalf of Tenant within the Premises (e.g., Liebert units), and Tenant shall be solely responsible for the operation, maintenance, repair and replacements of such supplemental HVAC units. All such supplemental HVAC units installed within the Premises shall be separately submetered for electricity at Tenant's expense, and Tenant shall pay to Landlord the cost of the electricity consumed by such units as Additional Rent.

Landlord shall also maintain and repair all Common Areas including fire and life safety systems servicing the Premises and Building.

Tenant acknowledges that Landlord and/or Tenant may from time to time be requested or required to obtain, report and/or disclose certain energy consumption information with regard to the Premises, which may include, without limitation, benchmarking data for the U.S. Environmental Protection Agency's ENERGY STAR® Portfolio Manager and information relating to compliance with "green building" initiatives, including, if applicable, the Leadership in Energy & Environmental Design (LEED) certification program. Tenant shall, upon request by Landlord or Landlord's lender, deliver and/or disclose information regarding the consumption of any separately metered utilities at the Premises as may be required to comply with applicable Energy Regulations. Further, Tenant authorizes Landlord to disclose such information and data regarding any separately metered utilities at the Premises as may be requested or required from time to time to comply with Energy Regulations.

During the Term of this Lease, or any extensions thereof, as a benefit to the tenants of the Property, Landlord may elect to provide certain amenities at the Project for use by tenants and their employees (with any such offerings collectively being referred to as the "**Amenities**"). For example, Amenities may include a conference center (the "**Conference Center**"), a fitness center (the "**Fitness Center**") and food service. Landlord shall have the right (a) to determine and/or alter the size and location of such Amenities and the type of equipment provided, (b) subject to the cap on Controllable Expenses set forth in Section 2 of Exhibit E, to include in Expenses all management, operation, maintenance, repair and equipment replacement costs related to the Amenities (including, without limitation, a market rent amount for the rentable square footage of the Amenities; provided, however, that Landlord may not include a

market rent for the Fitness Center or food service in Expenses to the extent Landlord is collecting rent from the operator as to such particular Amenity space and Landlord may not include in Expenses the initial costs to construct and fixturize any Amenity spaces), and (c) to include the rentable square footage of the Amenities in the common area "add on" factor for all measurement purposes for the Project. Tenant shall pay Landlord's regular charge for use of the Conference Center and for the cost of any special services related to Tenant's use of the Amenities, e.g., long-distance phone calls, catering, set up or take down and cleaning costs, after-hours HVAC service (with a two (2) hour minimum), personal training services, etc. ("**Special Amenity Services**"). Tenant must schedule use of the Conference Center with Landlord in advance, and Tenant's use thereof shall be subject to availability and governed by Landlord's commercially reasonable rules and regulations for the Conference Center that are then in effect. Costs to maintain and operate the Amenities shall be included in Expenses. Tenant acknowledges and agrees that Tenant's and any Tenant Party's use of the Amenities is voluntary and, in consideration of the use of the Amenities, shall be undertaken by Tenant and such Tenant Party at its sole risk. Neither Landlord nor Landlord's officers, directors, managers, servants, agents and/or employees (collectively, the "**Released Parties**") shall be liable for any claims, demands, injuries, damages, actions or causes of action whatsoever arising out of or connected with Tenant's and any Tenant Party's use of the Amenities and their facilities and services. TO THE EXTENT PERMITTED BY LAWS, TENANT DOES HEREBY EXPRESSLY FOREVER WAIVE, RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM ALL SUCH CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS AND/OR CAUSES OF ACTION, INCLUDING LIABILITY FROM ALL ACTS OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES. Further, as a condition to each person's use of any Fitness Center, Tenant shall cause each person using the Fitness Center to execute a release on Landlord's standard form prior to such party's use of the Fitness Center. The waivers contained in this paragraph shall survive the expiration or earlier termination of this Lease.

7. **Landlord's Reservation of Rights.** Provided Tenant's use of and access to the Premises and parking to be provided to Tenant under this Lease is not interfered with in an unreasonable manner, Landlord reserves for itself and for all other owner(s) and operator(s) of the Common Areas and the balance of the Property, the right from time to time to: (i) install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant meters and equipment above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Building; (ii) make changes to the design and layout of the Property, including, without limitation, changes to buildings, driveways, entrances, loading and unloading areas, direction of traffic, landscaped areas and walkways, and, subject to the parking provisions contained in Section 28 and Exhibit D, parking spaces and parking areas; and (iii) use or close temporarily the Common Areas and/or other portions of the Property while engaged in making improvements, repairs or alterations to the Building, the Property, or any portion thereof.

8. **Leasehold Improvements.** All improvements in and to the Premises, including any Alterations (defined below) and any Landlord Work (collectively, "**Leasehold Improvements**") shall remain upon the Premises at the end of the Term without compensation to Tenant. If Tenant will be required to remove any Alterations at the end of the Term of the Lease (excluding original buildout which shall not be required to be removed), Landlord shall advise Tenant of such at the time that Landlord grants its consent to such Alterations. Tenant shall have no obligation to remove any of the initial Landlord Work (as defined in the Work Letter) made to the Premises.

9. **Repairs and Alterations.**

9.01 Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair and shall promptly provide Landlord with notice of any such conditions. Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs to the Premises that are non-structural in nature. At Tenant's request, Landlord shall make any repairs to the Premises which are required of Tenant, at Tenant's cost and expense (to be paid within 30 days after receipt of an invoice for same), including but not limited to maintenance of all non-structural elements of the Premises. Landlord shall, at its sole cost and expense (as part of Expenses to the extent allowed therein): (a) repair the structural components of the Building and Premises, and the base Building mechanical systems of the Building and Premises, including but not limited to the roof, exterior walls (including windows), HVAC, plumbing and electrical systems and fire and life safety systems; and (b) all Common Areas including lobbies, rest rooms, hallways, elevators, parking areas, sidewalks, and curbs. Tenant hereby waives any and all rights under and benefits of subsection 1 of Section 1932, and Sections 1941 and 1942 of the California Civil Code, or any similar or successor Laws now or hereinafter in effect.

9.02 Tenant shall not make alterations, repairs, additions or improvements or install any cable (collectively referred to as "**Alterations**") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. In order to obtain such approvals, Tenant shall furnish Landlord with plans and specifications; names of contractors acceptable to Landlord; required permits and approvals; and evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord as an additional insured. Any Alterations performed by or on behalf of Tenant shall be constructed in accordance with Laws (including, without limitation, California Energy Code, Title 24). Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans for Alterations, such reimbursement shall not exceed \$1,000.00. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any Alterations equal to 5% of the cost of the Alterations. Upon completion, Tenant shall furnish "as-built" plans for Alterations, if available, completion affidavits and full and final waivers of lien. Notwithstanding anything to the contrary contained herein, Tenant may make strictly cosmetic changes to the finish work in the Premises (the "**Cosmetic Alterations**"), without Landlord's consent, provided that the aggregate cost of any such Alterations does not exceed \$50,000.00 in any twelve (12) month period, and further provided that such Cosmetic Alterations do not (a) require any structural or other substantial modifications to the Premises, (b) require any changes to, nor adversely affect, the systems and equipment of the Building (including, without limitation, the sprinkler system), (c) require any permits, or (d) affect the exterior appearance of the Building. Tenant shall give Landlord at least ten (10) business days prior notice of such Cosmetic Alterations, which notice shall be accompanied by reasonably adequate evidence that such changes meet the criteria contained in this Section 9.02 for Cosmetic Alterations.

10. **Entry by Landlord.** Landlord may enter the Premises to inspect or show the Premises to prospective tenants during the last nine (9) months of the then current Term, to clean and make repairs, alterations or additions and to perform or facilitate maintenance, repairs, alterations or additions to any portion of the Building. Except in emergencies or to provide Building services, Landlord shall provide Tenant with at least forty-eight (48) hours prior written notice of entry. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent. In connection with Landlord's entry in the Premises pursuant to this Section 10, Landlord agrees to use its commercially reasonable efforts to cause as little interference with Tenant's use, occupancy and access to the Premises as is reasonably possible.

11. **Assignment and Subletting.** Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent may be withheld and/or conditioned in Landlord's reasonable discretion if Landlord does not exercise its recapture rights. It is further understood that any renewal, extension or modification of an existing sublease shall also require Landlord's prior written consent, which Landlord may withhold in its reasonable discretion. Any attempted Transfer in violation of this Section shall, at Landlord's option, be void. Within 15 business days after receipt of executed copies of the transfer documentation and such other information as Landlord may request, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) refuse to consent to the Transfer; or (c) recapture the portion of the Premises that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, the Lease shall automatically be amended to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer. Upon Landlord's consent to any Transfer, Tenant shall pay and continue to pay Landlord fifty percent (50%) of any "Transfer Premium" (defined below), received by Tenant from the transferee. "Transfer Premium" shall mean all rent, Additional Rent or other consideration payable by a Transferee in connection with a Transfer in excess of the Base Rent, Taxes and Expenses payable by Tenant under this Lease during the term of the Transfer and if such Transfer is for less than all of the Premises, the Transfer Premium shall be calculated on a rentable square foot basis after deducting Tenant's costs of subleasing or assigning to include tenant improvement costs, leasing commissions and legal fees. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease. Tenant shall pay Landlord a review fee of \$1,000.00 for Landlord's review of any requested Transfer. Additionally, Tenant shall reimburse Landlord for all reasonable out-of-pocket attorneys' fees and costs incurred by Landlord with respect to any Transfer, whether consented to or not, not to exceed \$1,500.00 per requested Transfer. If Tenant is in Default (as defined below), Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord. In no event shall any transferee under a Transfer be an entity or person (or is an affiliate of any such entity or person) (1) with whom United States persons or entities are restricted from doing business under regulations promulgated by OFAC or any anti-terrorism laws, such as the USA Patriot Act, or (2) who has been charged with, or convicted of, any anti-money laundering laws, or would otherwise result in a violation of the internal policies of Landlord or any of its direct or indirect owners, including any know your customer or similar policies.

The term "Affiliate" shall mean (a) any entity that is controlled by, controls or is under common control with, Tenant or (b) any entity that merges with, is acquired by, or acquires Tenant through the purchase of stock or assets where the net worth of the surviving entity as of the date such transaction is completed is not less than that of Tenant immediately prior to the transaction calculated under generally accepted accounting principles. Notwithstanding anything to the contrary contained in Section 11, an assignment or subletting of all or a portion of the Premises to an Affiliate of Tenant, shall not be deemed a Transfer under Section 11, provided that Tenant notifies Landlord of any such assignment or sublease at least ten (10) business days in advance and promptly supplies Landlord with any documents or information requested by Landlord regarding such assignment or sublease or such affiliate, and further provided that such assignment or sublease is not a subterfuge by Tenant to avoid its obligations under this Lease. An assignee of Tenant's entire interest in this Lease pursuant to the immediately preceding sentence may be referred to herein as an "Affiliated Assignee." "Control," as used in this Section 11, shall mean the ownership, directly or indirectly, of greater than fifty percent (50%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of greater than fifty percent (50%) of the voting interest in, an entity.

12. **Liens.** Tenant shall not permit mechanic's or other liens to be placed upon the Property or Premises in connection with any work purportedly done by or for the benefit of Tenant or its transferees. Tenant shall, within 15 business days of notice from Landlord, fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by Laws. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien, and Tenant shall reimburse Landlord for any amount paid by Landlord in connection therewith, including, without limitation, reasonable attorneys' fees.

13. **Indemnity and Waiver of Claims.** Except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant hereby waives all claims against and releases Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees (as defined herein) and agents (the "Landlord Related Parties") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) acts of God, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe; (d) the inadequacy or failure of any security services, personnel or equipment, or (e) any matter outside of the reasonable control of Landlord. Except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, suits, damages, penalties, claims, actions, losses, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Laws), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in, on or about the Premises or any acts or omissions (including without limitation violations of Laws) of Tenant and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees and agents (the "Tenant Related Parties") or any of Tenant's transferees, contractors or licensees. Except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Related Parties and subject to the waiver of subrogation set forth in Section 15 below, Landlord shall defend, indemnify, and hold Tenant and Tenant Related Parties against and from any and all Claims by or on behalf of any person, entity, or governmental authority occasioned by or arising out of (A) injuries occurring in the Common Areas or any other

portion of the Project outside the Premises; or (B) any intentional act or negligence of Landlord or Landlord's agents, employees, or independent contractors.

14. Insurance.

14.01 Tenant shall obtain and maintain throughout the Term, at Tenant's sole cost and expense, the following insurance ("**Tenant's Insurance**");

(a) Commercial General Liability Insurance, on an occurrence basis, insuring bodily injury and property damage including the following divisions and extensions of coverage: Premises and Operations; Owners and Contractors protective; blanket contractual liability (including coverage for Tenant's indemnity obligations under this Lease); liquor liability, if applicable; and products and completed operations. Such insurance must have the following minimum limits of liability: \$2,000,000 Per Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Personal and Advertising Injury – Per Occurrence, \$2,000,000 Products and Completed Operations Aggregate. The policy shall be endorsed to ensure the general aggregate limit shall apply separately and in total to this location only (designated location general aggregate limit);

(b) Property Insurance, written on an "All Risk" or Special Form Perils, with coverage for broad form water damage including earthquake sprinkler leakage and pollution coverage for damage caused by heat, smoke or fumes from a hostile fire, at full replacement cost value (without deduction for depreciation) and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and any Alterations made by Tenant to the Premises following the Commencement Date;

(c) Extra Expense, Loss of Income or Property/Business Interruption Insurance, in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils included within "All Risk" coverage or otherwise commonly insured against by prudent tenants or attributable to prevention of access to the Premises, Tenant's parking areas or to the Building as a result of such perils, with such coverage to extend to actual loss sustained subject to a minimum of one year loss of Rental Value, including Extra Expense as needed to reduce the period of restoration after the loss;

(d) Workers' Compensation Insurance as required by Laws and in amounts as may be required by applicable statute and Employers Liability Coverage of at least \$1,000,000 bodily injury (each accident), \$1,000,000 bodily injury by disease (each employee), and \$1,000,000 bodily injury by disease (policy limit), and containing a waiver of subrogation endorsement in favor of Landlord;

(e) Commercial Automobile Liability insuring bodily injury and property damage arising from any auto (including all owned, non-owned, leased and hired vehicles), with minimum combined single limit of liability of \$1,000,000 per accident; and

(f) With respect to any Alterations performed by Tenant within the Premises, Builder's Risk insurance or an Installation Floater.

Notwithstanding anything to the contrary contained herein, the Original Tenant (and not any assignee, subtenant or other transferee) may, subject to the provisions of this paragraph, fulfill any of its Property Insurance and Extra Expense, Loss of Income or Property/Business Interruption Insurance obligations under Sections 14.01(b) and (c) above respectively by self-insurance. Any self-insurance so maintained by Tenant shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Section 14, including, without limitation, a deemed waiver of subrogation; consequently, Landlord shall be treated, for all purposes, as if Tenant had actually purchased such insurance from a third party. If Tenant elects to so self-insure, then with respect to any claims which may result from incidents occurring during the Lease Term, such self-insurance obligation shall survive the expiration or earlier termination of this Lease to the same extent as the insurance required hereunder would survive.

14.02 Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A:X and shall be licensed to issue insurance coverage in the State of California. All Commercial General Liability Insurance policies in Section 14.01(a) above shall (i) name Landlord (or its successors and assignees), the managing agent and Landlord's lender as additional insureds, and (ii) contain an endorsement that the insurer waives its right to subrogation as described in Section 15 below. All policies of Tenant's Insurance shall contain an unqualified thirty (30) days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing all insurance required to be carried by Tenant hereunder (including evidence of all required endorsements and additional insured coverage as noted above) at the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

14.03 Landlord shall maintain all risk (also known as "special causes of loss form") property insurance covering the full replacement cost of the Building and Project. The costs of all such insurance shall be included as part of Expenses charged to Tenant, to the extent permitted by this Lease.

15. **Subrogation.** Notwithstanding anything to the contrary in this Lease, Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage to person with respect to Tenant's Property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss, damage or injury is (or would have been, had the insurance required by this Lease been carried) covered by insurance. As noted above, Tenant also waives subrogation with respect to losses or claims covered by worker's compensation insurance.

16. **Casualty Damage.** Landlord, by notice to Tenant within 60 days of the date of the fire or other casualty (a "**Casualty**"), shall have the right to terminate this Lease if all or any part of the Premises is damaged to the extent

that it cannot reasonably be repaired within 180 days after the date of the Casualty. If this Lease is not terminated, Landlord shall promptly and diligently, restore the Premises, including the Landlord's Work (as provided in the Work Letter) at Landlord's cost and expense. Such restoration shall be to substantially the same condition that existed prior to the Casualty. Upon notice from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Alterations performed by or for the benefit of Tenant following the Commencement Date; provided if the estimated cost to repair such Alterations exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs, but in no event sooner than 30 days following demand. Within 15 days of demand, Tenant shall also pay Landlord for any additional excess costs related to any Alterations performed by or for the benefit of Tenant following the Commencement Date that are determined during the performance of the repairs and that have been reasonably approved in writing in advance by Tenant. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. During any period of time that all or a material portion of the Premises is rendered untenable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenable and not used by Tenant. Notwithstanding the foregoing, and without limiting Tenant's obligations, to pay to Landlord any cost of restoration in excess of the proceeds of Tenant's Insurance related to any Alterations performed by or for the benefit of Tenant following the Commencement Date, in the event that Landlord does not receive sufficient insurance proceeds to complete all required restoration work, whether due to an uninsured Casualty, requirements of a Mortgagee, or otherwise, then Landlord shall have the right to terminate this Lease by written notice to Tenant. The provisions of this Lease, including this Section 16, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building, the Property or the Project, and any Laws, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any similar or successor Laws now or hereinafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Property. If the Casualty occurs during the last year of the Term hereof and if the remaining portion of the Premises will not be suitable for Tenant's use for more than thirty (30) days, Tenant shall have the right to cancel this Lease by notice given to Landlord within thirty (30) days following the Casualty.

17. **Condemnation.** Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Laws, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within forty-five (45) days after it first receives notice of the Taking. The termination shall be effective on the date the physical taking occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord, except that Tenant shall be entitled to claim, prove and receive in such proceedings such award as may be allowed it for loss of business, relocation, and for Tenant's trade fixtures and personal property that are removable by Tenant at the end of the Term of this Lease; provided that such award does not diminish the recovery available to Landlord. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws.

18. **Events of Default.** Each of the following occurrences shall be considered to be a "Default": (a) Tenant's failure to pay any portion of Rent when due, if the failure continues for 5 days after written notice to Tenant, which notice shall be in satisfaction of, and not in addition to, notice required by Laws ("Monetary Default"); (b) the failure by Tenant to observe or perform according to the provisions of Section 4, 11, or 23 of this Lease where such failure continues for more than 5 days after written notice to Tenant; or (c) Tenant's failure (other than a Monetary Default and other than as provided in clause (b) above) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within 30 days after written notice to Tenant, provided, however, if Tenant's failure to comply cannot reasonably be cured within 30 days, Tenant shall be allowed additional time as is reasonably necessary to cure the failure so long as Tenant commences to cure within 30 days and Tenant diligently pursues the cure to completion. Any notice provided under this Section 18 shall be in satisfaction of, and not in addition to, any notice required by Laws (including, without limitation, Section 1161 of the California Code of Civil Procedure).

19. **Remedies.**

19.01 Upon the occurrence of any Default under this Lease, whether enumerated in Section 18 or not, Landlord shall have the option to pursue any one or more of the following remedies without any notice (except as expressly prescribed herein) or demand whatsoever (and without limiting the generality of the foregoing, Tenant hereby specifically waives notice and demand for payment of Rent or other obligations, except for those notices specifically required pursuant to the terms of Section 18 or this Section 19, and waives any and all other notices or demand requirements imposed by applicable law):

(a) Terminate this Lease and Tenant's right to possession of the Premises and recover from Tenant an award of damages equal to the sum of the following:

(i) The Worth at the Time of Award (as defined below) of the unpaid Rent which had been earned at the time of termination;

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

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

(iv) Any other amount necessary to compensate Landlord for all the detriment either proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(v) All such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law.

The "**Worth at the Time of Award**" of the amounts referred to in parts (i) and (ii) above, shall be computed by allowing interest at the lesser of a per annum rate equal to: (A) the greatest per annum rate of interest permitted from time to time under applicable law, or (B) the Prime Rate (defined below) plus 5%. For purposes hereof, the "**Prime Rate**" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the State of California. The "**Worth at the Time of Award**" of the amount referred to in part (iii), above, shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%;

(b) Employ the remedy described in California Civil Code §1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or

(c) Notwithstanding Landlord's exercise of the remedy described in California Civil Code §1951.4 in respect of an event or events of Default, at such time thereafter as Landlord may elect in writing, to terminate this Lease and Tenant's right to possession of the Premises and recover an award of damages as provided above in Section 19.01(a).

(d) Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Section 19, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in any such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the rent or other consideration receivable thereunder.

(e) Following the occurrence of an event of default by Tenant beyond any applicable notice and cure period and while such default continues, Landlord shall have the right to require that any or all subsequent amounts paid by Tenant to Landlord hereunder, whether to cure the default in question or otherwise, be paid in the form of cash, money order, cashier's or certified check drawn on an institution acceptable to Landlord, or by other means approved by Landlord, notwithstanding any prior practice of accepting payments in any different form.

(f) No re-entry or repossession, repairs, maintenance, changes, alterations and additions, reletting, appointment of a receiver to protect Landlord's interests hereunder, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant.

(g) Notwithstanding anything contained herein to the contrary and except as provided in Section 22 below, neither party shall be liable to the other for consequential or other indirect damages of the other (including, without limitation, lost profits, business interruption, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use).

19.02 The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, 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. No waiver by Landlord of any breach hereof shall be effective unless such waiver is in writing and signed by Landlord.

19.03 TENANT HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY SECTION 3275 OF THE CIVIL CODE OF CALIFORNIA AND BY SECTIONS 1174 (c) AND 1179 OF THE CODE OF CIVIL PROCEDURE OF CALIFORNIA AND ANY AND ALL OTHER LAWS AND RULES OF LAW FROM TIME TO TIME IN EFFECT DURING THE LEASE TERM PROVIDING THAT TENANT SHALL HAVE ANY RIGHT TO REDEEM, REINSTATE OR RESTORE THIS LEASE FOLLOWING ITS TERMINATION BY REASON OF TENANT'S BREACH. TENANT AND LANDLORD HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE.

19.04 No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, applicable law or in equity. In addition to other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of Default shall not be deemed or construed to constitute a waiver of such Default.

19.05 If Tenant is in Default of any of its non-monetary obligations under this Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to 8% of the cost of the work performed by Landlord.

19.06 This Section 19 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

19.07 Notwithstanding anything to the contrary set forth in this Lease, Landlord shall be in default in the performance of any obligation required to be performed by Landlord pursuant to this Lease if Landlord fails to perform such obligation within thirty (30) days after the receipt of notice from Tenant specifying in detail Landlord's failure to perform; provided, however, if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be in default under this Lease if it shall commence such performance within such thirty (30) day period and thereafter diligently pursue the same to completion. Upon any such default by Landlord under this Lease, Tenant may, except as otherwise specifically provided in this Lease to the contrary, exercise any of its rights provided at law or in equity or set forth in this Lease.

20. **Limitation of Liability.**

THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE PROPERTY IF THE PROPERTY WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO 70% OF THE VALUE OF THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) (DEFINED IN SECTION 23 BELOW) OF WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 23 BELOW), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

21. **Relocation.** Intentionally Deleted.

22. **Holding Over.** If Tenant remains in possession of the Premises after expiration or termination of the Term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on written thirty (30) day notice at any time, by either party. Tenant's occupancy shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to (a) for the first three (3) months of holdover, 150% of the Base Rent and 100% of the Additional Rent due for the period immediately preceding the holdover and (b) following the first three (3) months of holdover, 200% of the Base Rent and 100% of the Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Further, there shall be no reconciliation or refund of amounts paid by Tenant during any period of holdover. If Landlord provides Tenant with at least thirty (30) days prior written notice that Landlord has a signed proposal or lease from a succeeding tenant to lease the Premises, and if Tenant fails to surrender the Premises upon the later of (the "**Consequential Damages Date**") (i) the date of expiration of such thirty (30) day period or (ii) the date of termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure to surrender possession of the Premises to Landlord on or before the Consequential Damages Date, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

23. **Subordination to Mortgages; Estoppel Certificate.** Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancing and extensions thereof (collectively referred to as a "**Mortgage**"); provided, however, that a condition precedent to such subordination as to any future Mortgages shall be that Landlord obtains from the lender or other party in question a commercially reasonable subordination, non-disturbance and attornment agreement in favor of Tenant. This clause shall be self-operative, but upon request from the holder of a Mortgage (a "**Mortgagee**"), Tenant shall execute a commercially reasonable subordination, non-disturbance and attornment agreement within 10 business days after receipt of a written request from Landlord. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant shall, without charge, attorn to any successor to Landlord's interest in this Lease. Nothing contained herein shall allow the financial terms to be changed or increased or Tenant's rights hereunder to be changed or diminished hereunder. Tenant shall, within 10 business days after receipt of a written request from Landlord, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by Landlord.

24. **Financial Statements.** At any time during the Term of this Lease (except in the event of sale or refinance of the Project, no more frequently than once each calendar year), upon ten (10) business days prior written notice from Landlord, Tenant agrees to provide Landlord with a current financial statement for Tenant and financial statements for the two (2) years prior to the current financial statement year for Tenant. Such statements are to be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, audited by an independent certified public accountant. Notwithstanding anything to the contrary in this Section 24, Tenant shall have no obligation to provide its financial statements to Landlord when Tenant's financials are consolidated with its parent company and the parent company's financial statements are publicly available.

25. **Notice.** All demands, approvals, consents or notices shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail

or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

26. **Surrender of Premises.** At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If Tenant fails to remove any of Tenant's Property within 2 days after termination, Landlord, at Tenant's sole cost and expense, shall be entitled to remove and store Tenant's Property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage within 30 days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to Tenant's Property shall vest in Landlord (and Tenant hereby waives any rights it may have to notice under California Civil Code sections 1980 et seq. with respect to such Tenant's Property). Notwithstanding the foregoing, Tenant shall have no obligation at the expiration or earlier termination of the Lease Term (a) to remove any wiring or cabling installed in the Premises, (b) to remove the Landlord Work (as defined in Exhibit C attached hereto) or (c) restore the Premises to the condition that existed prior to the performance of the Landlord Work.

27. **Miscellaneous.**

27.01 **Costs and Expenses; No Waiver.** If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel.

27.02 **Force Majeure.** Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, epidemic, pandemic or disease outbreak (including, without limitation, the COVID-19 virus), shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**"). Force Majeure shall not include financial difficulties of the party required to perform.

27.03 **Transfer By Landlord.** Landlord shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Building, Project, Property or Lease, and upon transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations, provided that the successor of Landlord has assumed the terms of this Lease and agreed to be bound by such terms.

27.04 **Submission of Lease; Claims By Brokers.** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or an option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant, and Landlord's lender holding a lien with respect to the Building has approved this Lease and the terms and conditions hereof. Tenant represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease.

27.05 **Survival of Obligations.** The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

27.06 **Quiet Enjoyment; Binding Covenants.** Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved and on keeping, observing and performing all the other terms, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, conditions, provisions and agreements hereof, and the rights of all Mortgagee, without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

27.07 **Entire Agreement.** This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This Lease may be modified only by a written agreement signed by Landlord and Tenant.

27.08 **Authority.** Each individual executing this Lease on behalf of Tenant hereby represents and warrants that Tenant is a duly formed and existing entity qualified to do business in California and that Tenant has full right and authority to execute and deliver this Lease and that each person signing on behalf of Tenant is authorized to do so.

27.09 **Confidentiality.** Tenant and Landlord acknowledge that the content of this Lease and any related documents are confidential information. Landlord and Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than their respective lenders, purchasers, brokers and financial, legal, and space planning consultants or as required by Law.

27.10 **Asset Control and Anti-Terrorism Regulations.** Neither Tenant nor any of its affiliates, nor any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Lease, is or will be (a) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's OFAC list of prohibited countries, territories, "specifically designated nationals" ("**SDNs**") or "blocked person" (each a "**Prohibited Person**") (which lists can be accessed at the following

web address: <http://www.ustreas.gov/offices/enforcement/ofac/>), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (b) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (d) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (e) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (i) any U.S. anti-money laundering law, (ii) the Foreign Corrupt Practices Act, (iii) the U.S. mail and wire fraud statutes, (iv) the Travel Act, (v) any similar or successor statutes, or (vi) any regulations promulgated under the foregoing statutes. If at any time this representation becomes false, then it shall be considered a Default under this Lease as to which there shall be no right to notice or an opportunity to cure, notwithstanding anything contained in this Lease to the contrary, and Landlord shall have the right to immediately exercise all of the remedies set forth in this Lease, including immediate termination of this Lease.

27.11 Compliance with Laws. Tenant shall not do anything or suffer anything to be done in or about the Premises or Project which will in any way conflict with any Laws now in force or which may hereafter be enacted or promulgated, including, without limitation, any such governmental regulations related to disabled access. At its sole cost and expense, Tenant shall promptly comply with all applicable Laws (including the making of any alterations to the Premises required by applicable Laws) which relate to (i) Tenant's specific use of the Premises, (ii) the Alterations or any tenant improvements in the Premises after the Commencement Date, or (iii) the base Building, but, as to the base Building, only to the extent such obligations are triggered by Tenant's Alterations, any tenant improvements after the Commencement Date, or specific use of the Premises and not the mere use of the Premises for an office use. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations as it relates to Tenant's specific use, and Landlord agrees to comply with such standards or regulations as it relates to the Building and the Premises in general. The judgment of any court of competent jurisdiction or the admission of Tenant in any judicial action, regardless of whether Landlord is a party thereto, that Tenant has violated any of said governmental measures, shall be conclusive of that fact as between Landlord and Tenant.

27.12 No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises is temporarily darkened or the light or view therefrom is obstructed by reason of any repairs, improvements, maintenance or cleaning in or about the Project, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

27.13 No Recording. Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded or otherwise published by Tenant or by anyone acting through, under or on behalf of Tenant.

27.14 Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

27.15 Governing Law; WAIVER OF TRIAL BY JURY. This Lease shall be construed and enforced in accordance with the laws of the State of California. IN ANY ACTION OR PROCEEDING ARISING HEREFROM, LANDLORD AND TENANT HEREBY CONSENT TO (I) THE JURISDICTION OF ANY COMPETENT COURT WITHIN THE STATE OF CALIFORNIA, (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY CALIFORNIA LAW, AND (III) IN THE INTEREST OF SAVING TIME AND EXPENSE AND TO THE EXTENT PERMITTED BY LAW, TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF BASE RENT OR ADDITIONAL RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

27.16 Building Renovations. It is specifically understood and agreed that Landlord has made no representation or warranty to Tenant and has no obligation and has made no promises to alter, remodel, improve, renovate, repair or decorate the Premises, Building, or any part thereof and that no representations respecting the condition of the Premises or the Building have been made by Landlord to Tenant except as specifically set forth herein or in the Work Letter. However, Tenant hereby acknowledges that Landlord is currently renovating or may during the Lease Term renovate, improve, alter, or modify (collectively, the "Renovations") the Project, the Building and/or the Premises including without limitation the parking structure, common areas, systems and equipment, roof, and structural portions of the same, which Renovations may include, without limitation, (i) installing sprinklers in the Building's Common Areas and tenant spaces, (ii) modifying the common areas and tenant spaces to comply with applicable laws and regulations, including regulations relating to the physically disabled, seismic conditions, and building safety and security, and (iii) installing new floor covering, lighting, and wall coverings in the Building's Common Areas, and in connection with any Renovations, Landlord may, among other things, erect scaffolding or other necessary structures in the Building, limit or eliminate access to portions of the Project, including portions of the common areas, or perform work in the Building, which work may create noise, dust or leave debris in the Building.

Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord agrees to use its commercially reasonable efforts to cause as little interference with Tenant's use, occupancy and access to the Premises as is reasonably possible in connection with any Renovations.

28. Parking.

28.01 Tenant's Parking Passes. During the Term of this Lease, Tenant shall purchase from Landlord, the number of parking passes specified in the Basic Lease Information hereof for use by Tenant's employees in the common parking areas for the Building within the Property, as designated by Landlord from time to time. Landlord shall at all times have the right to establish and modify the nature and extent of the parking areas for the Building and Property (including whether such areas shall be surface, underground and/or other structures) as long as Tenant is provided the number of parking passes designated in the Basic Lease Information. In addition, Landlord may, in its sole discretion, assign any unreserved and unassigned parking spaces, and/or make all or a portion of such spaces reserved.

28.02 Visitor Parking Charges. In addition to such parking passes for use by Tenant's employees, Landlord shall permit access to the parking areas for Tenant's visitors, subject to availability of spaces and payment (by validation charges or otherwise) of daily visitor parking charges therefor as may be established and adjusted by Landlord from time to time.

28.03 Parking Rules. The use of the parking areas shall be subject to any reasonable, non-discriminatory rules and regulations adopted by Landlord and/or Landlord's parking operators from time to time, including any system for controlled ingress and egress and charging visitors and invitees, with appropriate provision for validation of such charges. Tenant shall not use more parking spaces than its allotment and shall not use any parking spaces specifically assigned by Landlord to other tenants of the Building or Property or for such other uses as visitor parking. Tenant's parking passes shall be used only for parking by vehicles no larger than normally sized passenger automobiles or pick-up trucks. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described herein, including, without limitation, parking in spaces designated as reserved spaces, illegal parking, and any non-compliance with posted signage, then Landlord shall have the right, without notice to remove or tow away the vehicle involved and charge the cost thereof to Tenant, which cost shall be immediately payable by Tenant upon demand by Landlord.

29. Joint and Several Obligations. If more than 1 person executes this Lease as Tenant, their execution of this Lease will constitute their covenant and agreement that (i) each of them is jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant, and (ii) the term "Tenant" as used in this Lease means and includes each of them jointly and severally. The act of or notice from, or notice or refund to, or the signature of any 1 or more of them, with respect to the tenancy of this Lease, including, but not limited to, any renewal, extension, expiration, termination or modification of this Lease, will be binding upon each and all of the persons executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

30. Counterparts; Electronic Delivery; Electronic Signatures. This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement. The parties may exchange counterpart signatures by facsimile or electronic transmission and the same shall constitute delivery of this Lease with respect to the delivering party. If a variation or discrepancy among counterparts occurs, the copy of this Lease in Landlord's possession shall control. The parties shall have the right to insert the name of the people executing this Lease using an electronic signature (an "**Electronic Signature**"), and an Electronic Signature shall be binding on such party as if this Lease had been originally executed by an ink signature.

31. Hazardous Substance Disclosure. To Landlord's actual knowledge as of the date of this Lease, the Premises and the Building do not contain any Hazardous Materials (including, without limitation, asbestos) in violation of any environmental laws in effect as of the date of this Lease. California law requires landlords to disclose to tenants the existence of certain Hazardous Materials (hereinafter defined). As used herein, "**Hazardous Materials**" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi-solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, tobacco smoke, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule", as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Laws, rules or regulations governing Hazardous Materials based upon, directly or indirectly, such properties or effects. Accordingly, the existence of gasoline and other automotive fluids, asbestos containing materials, maintenance fluids, copying fluids and other office supplies and equipment, certain construction and finish materials, tobacco smoke, cosmetics and other personal items must be disclosed. Gasoline and other automotive fluids are found in the parking areas of the Property. Cleaning, lubricating and hydraulic fluids used in the operation and maintenance of the Building are found in the utility areas of the Building not generally accessible to Building occupants or the public. Many Building occupants use copy machines and printers with associated fluids and toners, and pens, markers, inks, and office equipment that may contain Hazardous Materials. Certain adhesives, paints and other construction materials and finishes used in portions of the Building may contain Hazardous Materials. The Building may from time to time be exposed to tobacco smoke. Building occupants and other persons entering the Building from time to time may use or carry prescription and non-prescription drugs, perfumes, cosmetics and other toiletries, and foods and beverages,

some of which may contain Hazardous Materials. By its execution of this Lease, Tenant acknowledges that the notice set forth hereinabove shall constitute the notice required under California Health and Safety Code Section 25915.5.


[SIGNATURES ON NEXT PAGE]

Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

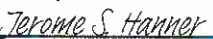
AG DOVE OWNER, L.P.,
a Delaware limited partnership


By: AG OC Portfolio GP, L.L.C.,
a Delaware limited liability company,
its general partner

By: 
Name: Parke Miller
Title: Authorized Signatory

TENANT:

RISK PLACEMENT SERVICES, INC.,
an Illinois corporation

By: 
Name: Jerome S. Hanner
Title: Vice President

By: 
Name: Cara Richardson
Title: Vice President Sourcing

36-3110841
Tenant's Tax ID Number (FEIN)

EXHIBIT A

OUTLINE AND LOCATION OF PREMISES

Exhibit A is intended only to show the general layout of the Premises as of the beginning of the Term of this Lease. It does not in any way supersede any of Landlord's rights with respect to arrangements and/or locations of public parts of the Building and changes in such arrangements and/or locations. It is not to scale; any measurements or distances shown should be taken as approximate.

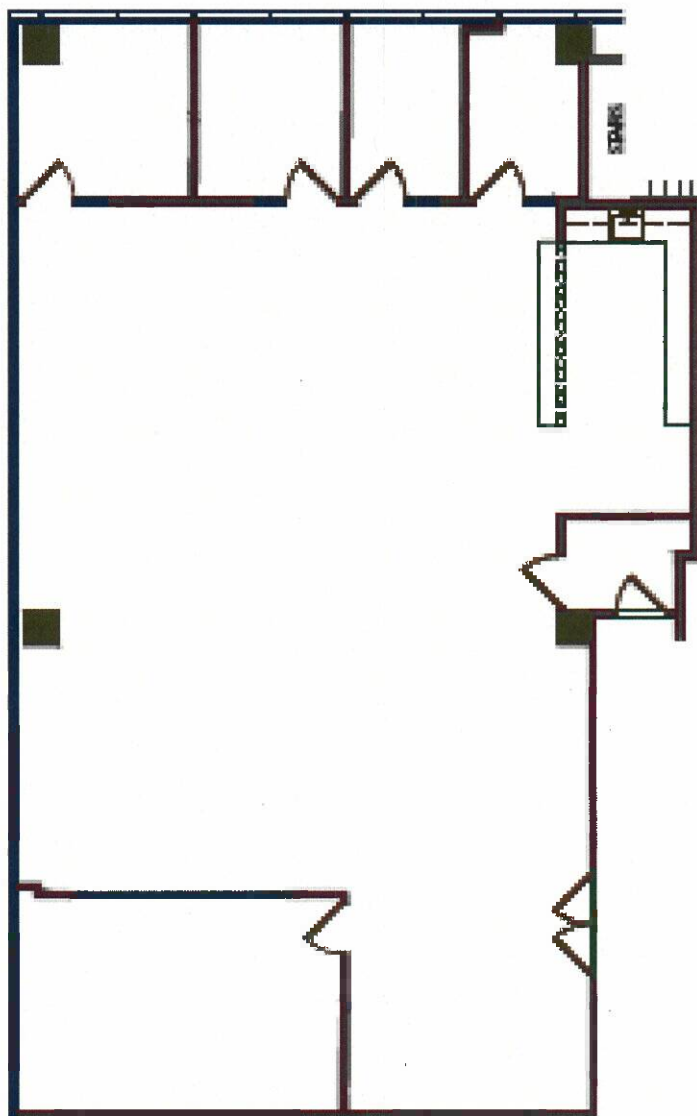


EXHIBIT B

EXPENSES AND TAXES

This Exhibit is attached to and made a part of the Lease by and between **AG DOVE OWNER, L.P.**, a Delaware limited partnership ("Landlord") and **RISK PLACEMENT SERVICES, INC.**, an Illinois corporation ("Tenant") for space in the Building located at 1201 Dove Street, Newport Beach, California.

1. Payments.

1.01 Subject to Controllable Expenses as defined in Exhibit E, Tenant shall pay Tenant's Pro Rata Share of the amount, if any, by which Expenses (defined below) for each calendar year during the Term exceed Expenses for the Base Year (the "**Expense Excess**") and also the amount, if any, by which Taxes (defined below) for each calendar year during the Term exceed Taxes for the Base Year (the "**Tax Excess**"). If Expenses or Taxes in any calendar year decrease below the amount of Expenses or Taxes for the Base Year, Tenant's Pro Rata Share of Expenses or Taxes, as the case may be, for that calendar year shall be \$0. Landlord shall provide Tenant with a good faith estimate of the Expense Excess and of the Tax Excess for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of both the Expense Excess and Tax Excess. After its receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess or the Tax Excess by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate. The failure of Landlord to timely furnish any such statement for any year shall not preclude Landlord from enforcing its rights to collect any Expense Excess or Tax Excess under this Section.

1.02 As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess and the actual Taxes and Tax Excess for the prior calendar year. If the estimated Expense Excess or estimated Tax Excess for the prior calendar year is more than the actual Expense Excess or actual Tax Excess, as the case may be, for the prior calendar year, Landlord shall either provide Tenant with a refund or apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess or estimated Tax Excess for the prior calendar year is less than the actual Expense Excess or actual Tax Excess, as the case may be, for such prior year, Tenant shall pay Landlord, within 30 days after its receipt of the statement of Expenses or Taxes, any underpayment for the prior calendar year.

2. Expenses.

2.01 "**Expenses**" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the Project and the Property. Expenses include, without limitation: (a) all labor and labor related costs, including wages, salaries, bonuses, taxes, insurance, uniforms, training, retirement plans, pension plans and other employee benefits; (b) management fees; (c) the cost of equipping, staffing and operating an on-site and/or off-site management office for the Project, provided if the management office services 1 or more other buildings or properties, the shared costs and expenses of equipping, staffing and operating such management office(s) shall be equitably prorated and apportioned between the Building and/or the other buildings or properties within or outside the Property, as applicable; (d) accounting costs; (e) the cost of services; (f) rental and purchase cost of parts, supplies, tools and equipment; (g) insurance premiums and deductibles; (h) electricity, gas and other utility costs; (i) an administration and overhead fee (j) a property management fee, (k) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Property, or any portion thereof, (l) operation, repair, maintenance, renovation, replacement and restoration of all systems and equipment and components thereof of the Property, (m) the cost of janitorial, alarm, security and other services, (n) payments under any easement, license, operating agreement, declaration, restrictive covenant, or instrument pertaining to the sharing of costs by the Property; (o) costs of any additional services not provided to the Property as of the Commencement Date but which are thereafter provided by Landlord in connection with its prudent management of the Property; and (p) the amortized cost of capital improvements (as distinguished from replacement parts or components installed in the ordinary course of business) made subsequent to the Base Year. The cost of capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or the useful life of the capital improvement as reasonably determined by Landlord. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "**Payback Period**" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement. Landlord, by itself or through an affiliate, shall have the right to directly perform, provide and be compensated for any services under this Lease. If Landlord incurs Expenses for the Building, the Project or the Property together with 1 or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement or otherwise, the shared costs and expenses shall be equitably prorated and apportioned between the Building, the Project and the Property, and the other buildings or properties. Expenses for the Base Year shall not include market-wide cost increases (including utility rate increases) due to extraordinary circumstances, including, but not limited to, Force Majeure, boycotts, strikes, conservation surcharges, embargoes or shortages, or amortized costs.

2.02 The term "Expenses" shall specifically exclude the following: (a) depreciation of the Building or any personal property or equipment installed in the Building; (b) interest on, and amortization of, mortgages or deeds of trust; any rents under any ground or other leases; (c) costs of maintaining Landlord's corporate existence; franchise and income taxes of Landlord; (d) any sums paid to any entity related to Landlord which is in excess of the amount which would have been paid in the absence of such relationship; (e) compensation, salaries, wages and benefits of any officers and/or personnel of Landlord above the level of general manager; (f) cost of leasehold/construction improvements for Tenant or any other tenants; (g) real estate/rental commissions, marketing and advertising costs, and fees incurred in connection with the development and leasing of the Building; (h) legal costs, professional fees,

court costs, and other expenses incurred in preparing, negotiating and executing leases, amendments and terminations or in resolving any disputes with tenants or occupants or enforcing lease obligations; (i) auditing fees other than auditing fees in connection with the preparation of statements required to reconcile Expenses; (j) cost of any work or service performed for any tenant (including Tenant) at such tenant's cost; and/or charges for electricity, HVAC, any other utilities or for janitorial or cleaning for which Landlord is entitled to reimbursement from any tenant other than through Expenses; (k) services or benefits provided to some tenants but not to Tenant; (l) the costs of developing the site or correcting defects in the original construction of the Building; (m) Expenses for which Landlord is reimbursed by insurance, by its carriers or otherwise including costs for any repair or other work necessitated by condemnation, fire or other casualty (other than the reasonable deductible under said policy); (n) costs to remove asbestos or Hazardous Materials (as defined by all applicable environmental laws) from the Building; (o) management fees in excess of five (5%) of the annual gross revenues for the Project; (p) costs to retrofit or reinforce the Building or the Premises to comply with laws, rules, codes or regulation related to earthquake safety, flood control and/or handicapped access that were in effect as of the Commencement Date; and (q) cost of any repair made by Landlord to remedy damage caused by the negligence or willful or intentional acts of Landlord, its agents, servants, contractors, or employees, fines, late fees, interest or penalties incurred by Landlord.

2.03 If at any time during a calendar year (including, without limitation, the Base Year) the Building is not at least 95% occupied or Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Building, Expenses shall, at Landlord's option, be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building.

3. "Taxes" shall mean: (a) all real property taxes and other assessments on the Building, the Project and/or Property, including, but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Property, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (b) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Taxes shall not include any income, capital levy, capital stock, gift, estate or inheritance tax. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax Excess, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax Excess for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within 30 days after Tenant's receipt of a statement from Landlord.

EXHIBIT C

WORK LETTER (TURN KEY NO CAP)

THIS WORK LETTER (the "Work Letter") is dated as of June 17, 2021, is attached to and made a part of that certain Office Lease Agreement (the "Lease") by and between AG DOVE OWNER, L.P., a Delaware limited partnership (the "Landlord") and RISK PLACEMENT SERVICES, INC., an Illinois corporation (the "Tenant"). The terms, definitions, and other provisions of the Lease are hereby incorporated into this Work Letter by reference as if set forth in full. In the event of any inconsistencies between this Work Letter, Tenant's Specifications (described in Paragraph 3 below) and the provisions of the Lease, the provisions of the Tenant's Specifications shall control and then the provisions of this Work Letter shall control. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

IN CONSIDERATION OF the execution of the Lease and the mutual covenants and conditions hereinafter set forth, Landlord and Tenant acknowledge and agree that the Premises will require certain construction to cause such Premises to be ready for Tenant's use and occupancy.

1. **BASE BUILDING.** Included in the Premises, at Landlord's sole cost and expense, shall be the following:

- Complete all required demolition and demising in accordance with the Preliminary Plan.
- All Building electrical systems in good working order with electrical service into Tenant's Premises reasonably adequate to support Tenant's plugs, lights, customary office equipment and office copiers.
- HVAC equipment in good working order.
- Building standard automatic sprinkler system installed.
- All utility services must be brought to the Premises including water, heat, ventilation, air conditioning, and electricity.
- Building standard window treatments in the Premises in new or excellent condition.
- All light fixtures, bulbs and ballasts shall be functioning and free of damage.
- All fire protection and life safety equipment within the Premises as required to meet current codes.
- Building access control system installed controlling after-hours access to the Building.

2. **COMPLETION OF LANDLORD WORK:** The Premises shall contain approximately 2,812 rentable square feet located in the Building as is shown on the floor plan of the Building attached to the Lease and made a part thereof. As used herein, "Landlord Work" shall mean the completion of the Premises in accordance with the Preliminary Plans (as defined below) so that the Premises shall be ready for Tenant's use and occupancy.

3. **TEST FITS; FIELD VERIFICATION; PLANS:**

(a) **TEST FITS:** Landlord's architect has previously prepared and submitted CAD drawings to Tenant and its project manager. Landlord represents that the CAD drawings accurately represent the Premises and accurately illustrate all existing structural columns, Building core/shell conditions within the Premises. Landlord has caused its architect to prepare an initial "test fit" for the Landlord Work to be made to the Premises, which has been approved by Tenant and Landlord and is attached hereto as Exhibit "C-1" ("Preliminary Plan"). The Preliminary Plan has been prepared, at Landlord's expense, with input from Tenant's project manager. Landlord shall use Tenant's Standard Finishes and Specifications (hereinafter called the "Tenant Specifications") to the extent set forth on Exhibit "C-2" attached hereto. If Tenant Specifications are not noted to be used on the Preliminary Plan, Landlord shall use Building-standard materials and specifications. In the event of any conflict between any specifications or base building items of Landlord and the Tenant Specifications set forth on Exhibit "C-2" attached hereto, the Tenant Specifications shall control.

(b) **FIELD VERIFICATION.** Within ten (10) days after execution of the Lease, Landlord shall cause its architect to field verify the measurement of the Premises, to confirm all existing conditions within the Premises and to provide Tenant with an accurate actual rentable square footage of the space within the Premises in accordance with the American National Institute Publication ANSI Z65.1-2017 Method B as promulgated by the Building Owners and Managers Association.

(c) **CHANGES TO PLANS AND SPECIFICATIONS:** No material changes shall be made by either party in or to the Preliminary Plan approved by both parties unless such changes are first approved in writing by the other party, which approval will not be unreasonably withheld, conditioned or delayed. Each party agrees to process the approval for any requested change within three (3) business days after receipt of same. Upon receipt of any proposed change from Tenant (a "Tenant Change"), Landlord shall also, within three (3) business days of receipt of same, cause the Designated Contractor (as hereinafter defined) promptly to estimate the increased costs and the estimated delay in completing the Landlord Work, if any, which would result from the proposed Tenant Change and shall report such estimates to Tenant. Prior to Landlord implementing such Tenant Change, Tenant must agree, in writing, within three (3) business days after delivery of the estimated cost and delay from Landlord, to pay for any increased costs associated with such Tenant Change, and that any actual delay caused by such change shall constitute a Tenant Delay (as defined in Article 2.01 of the Lease). No Tenant Change shall be deemed approved by Tenant unless and until Tenant shall have notified Landlord in writing of Tenant's willingness to pay for such Tenant Change (if any increased cost is attributable to same) and unless Tenant is willing to accept responsibility for the Tenant Delay, if any, which arises from such Tenant Change. Tenant shall have the right to withdraw any requested change if Tenant is unwilling to pay for any such increased costs or to accept responsibility for the Tenant Delay.

(d) **TENANT DELAY AND FORCE MAJEURE.** See Article 2.01 of the Lease.

4. **CONSTRUCTION STANDARDS AND OBLIGATIONS:** The Landlord Work shall be constructed by Landlord and its contractors and representatives in a good and workmanlike manner and shall comply as of the Commencement Date with all applicable laws, codes and requirements of the governmental authorities having jurisdiction, including but not limited to the requirements of the Americans with Disabilities Act. Landlord shall have the obligation to obtain all permits and governmental approvals required for completion of the Landlord Work and shall maintain for inspection by Tenant copies of all approvals, permits, inspections, reports and other governmental consents obtained by Landlord and shall provide Tenant with copies of same upon request.

5. **SELECTION OF CONTRACTORS:** Landlord shall only use licensed contractors and subcontractors in the construction of the Landlord Work. The general contractor selected by Landlord (subject to Tenant's reasonable approval) shall be referred to herein as the "**Designated Contractor**". Landlord agrees to complete the Landlord Work substantially in accordance with the Preliminary Plan by entering into a construction contract with the Designated Contractor (the "**Designated Contractor Agreement**"). Upon Tenant's request Landlord shall promptly provide Tenant with a copy of the Designated Contractor Agreement.

6. **PROJECT SCHEDULE:** Landlord has prepared a Project Schedule containing certain milestone construction dates as those are shown on EXHIBIT "C-3" attached hereto that is reasonably acceptable to both parties recognizing that the Target Start Date (as defined in Section 2.01 of the Lease) shall continue to be that date set forth in the Lease, subject to Landlord delays, Tenant Delays and force majeure. Landlord shall provide Tenant with an updated Project Schedule from time to time to the extent the milestone construction dates set forth thereon materially change.

7. **COSTS:** The Landlord Work will be completed at a cost equal to the aggregate of all costs, expenses and fees actually incurred by or on behalf of Landlord in connection therewith. Landlord will in no event charge Tenant for any construction administration fees, supervisory fees, coordination fees or fees for overhead or profit in the construction of the Landlord Work with respect to Landlord or its agents or employees involved in the construction of the Landlord Work except for an a Tenant approved Tenant Change. In addition, during the construction of the Landlord Work and Tenant's relocation to the Premises, Tenant shall not be charged for the use of elevators, hoists, loading docks, parking lots and facilities or utilities.

8. **MATERIALS:** All construction of the Landlord Work (and the Base Building) shall use new (or other such materials as specifically identified on the Preliminary Plan) materials, fixtures and equipment of good quality which shall be in accordance with the Preliminary Plan. Tenant and any contractor or subcontractor constructing the Landlord Work shall not be required to purchase building stocked materials or use building standard materials. Notwithstanding anything contained herein to the contrary, Landlord shall have the right to substitute equal or better quality materials or components when and if specified materials or components are not readily available, provided that Landlord provides Tenant with prompt written notice of same.

9. **CONSTRUCTION ACCESS BY TENANT:**

(a) **AFTER LEASE EXECUTION:** From and after the date that the Lease is executed by both parties, Tenant and its agents (including contractors engaged by Tenant) shall have the right, at Tenant's own risk, expense and responsibility, at all reasonable times to access the Premises and the Building to inspect the progress of construction and to take measurements and perform other similar investigatory tasks if necessary so long as the same does not interfere with the prosecution of the Landlord Work.

(b) **IMMEDIATELY AFTER SUBSTANTIAL COMPLETION:** See Section 2.01 of the Lease for Tenant's right to enter the Premises following Substantial Completion. Landlord, as soon as reasonably possible during construction, shall notify Tenant in writing of its anticipated date of Substantial Completion of the Landlord Work.

(c) **CONDITIONS ON TENANT'S ACCESS:** See Section 2.01 of the Lease for Tenant's right to enter the Premises following Substantial Completion. Tenant's access to the Premises prior to the Commencement Date shall require that (i) neither Tenant nor its contractors shall unreasonably interfere with or delay the work to be performed by Landlord, (ii) Tenant uses contractors and workers reasonably compatible with the contractors and workers engaged by Landlord, (iii) prior to any such work, Tenant delivers to Landlord a certificate of insurance for each of Tenant's contractors evidencing reasonably adequate insurance coverage naming Landlord and Landlord's agent as additional insureds, and (iv) notwithstanding anything to the contrary herein, such work, or the failure to complete such work, shall not delay the Commencement Date. Landlord and Tenant agree to work together in harmony during any periods of joint access to the Premises.

10. **COMPLETION OF WORK; PUNCH LIST ITEMS:**

(a) **SUBSTANTIAL COMPLETION DEFINED.** Landlord shall use commercially reasonable efforts to Substantially Complete (as hereinafter defined) the construction of the Landlord Work in accordance with the Preliminary Plan such that the Premises shall be ready for use and occupancy by Tenant on the Target Start Date, subject to extension for delays as described in the Lease. "**Substantial Completion**" of the Landlord Work shall mean that: (1) All of the Landlord Work shall have been completed in accordance with the Preliminary Plan (as may be modified by change orders) except for Punch List Items and (2) all of the flooring (including all carpeting) to be installed as part of the Landlord Work has been installed in the Premises.

(b) **INSTALLATION OF TENANT'S FURNITURE, FIXTURES AND EQUIPMENT.** See Section 2.01 of the Lease for Tenant's right to enter the Premises following Substantial Completion.

(c) **PUNCH LIST ITEMS.** The term "**Punch List Items**" shall mean details of construction, decoration, and mechanical adjustment which in the aggregate, are minor in character and do not materially interfere with the Tenant's use or enjoyment of the Premises. Punch List Items shall be completed by Landlord within thirty (30) days after Substantial Completion (together with such additional time as is reasonably required) and Landlord shall be granted reasonable rights of access to the Premises after the Commencement Date for the purposes of

completing such Punch List Items provided that Landlord shall use its reasonable efforts to cause as little interference with Tenant's use and occupancy of the Premises as reasonably possible.

11. **WARRANTIES:** Landlord shall obtain industry standard guaranties and warranties from the Designated Contractor for the Landlord Work. For so long as such warranties are in effect, Landlord will use commercially reasonable efforts to enforce such guaranties and warranties from the Designated Contractor for the Landlord Work.

12. **COOPERATION:** Throughout the entire process of completing the construction of the Landlord Work, each party shall cooperate with the other to provide promptly any additional information and details and shall respond promptly to any requests reasonably requested by such party regarding such construction and any other requests of such party.

13. **REMOVAL OF DEBRIS.** Landlord is responsible for the removal of all debris within the Premises related to the Landlord Work except debris created by Tenant or its contractors. On or before the Commencement Date, upon Substantial Completion of construction, Landlord shall leave the Premises in a broom-clean and serviceable condition.

EXHIBIT "C-1"

PRELIMINARY PLAN

- New Flooring throughout - per Tenant provided spec sheet
- New Paint throughout - per Tenant provided spec sheet
- New Kitchen Millwork - finish per Tenant provided spec sheet
- Electrical Scope
 - No power for files, (1) outlet duplex wall for table 18" AFF
 - Provide 1 floor core at conference room
 - Provide wall feeds for general area workstations
 - Power by Landlord: One (1) feed per (8) workstations maximum; 4 circuit/8 wire system; (3) outlets in base at 15 amps; (1) Data/Voice per Workstation.
 - Provide power for TV. – Data by Gallagher Vendor. Gallagher Vendor to provide LV cabling, and card access system by Gallagher Vendor
 - Provide power and data for copier – (1) 20 amp dedicated circuit
 - Provide box and door electrification for card reader system
 - Allowance for data card reader (\$5K)
 - Power for Workstations (Hook up base feeds to bldg.)
 - Data room power drawing supplied by Gallagher Vendor
- Room should have fire protection & smoke detection as required by local and state codes
- Room should have 3/4" x 4 x 8 plywood on one wall for utility circuits. Wall to be painted, location TBD during drawing review
- Landlord to provide electrical grounding bar near data rack(s)

[CONTINUES ON NEXT PAGE WITH TEST FIT PLAN]

SEE A1 GALLAGHER SPECIFICATION
SHEET FOR FURTHER DETAILS.

**NOT FOR
CONSTRUCTION**

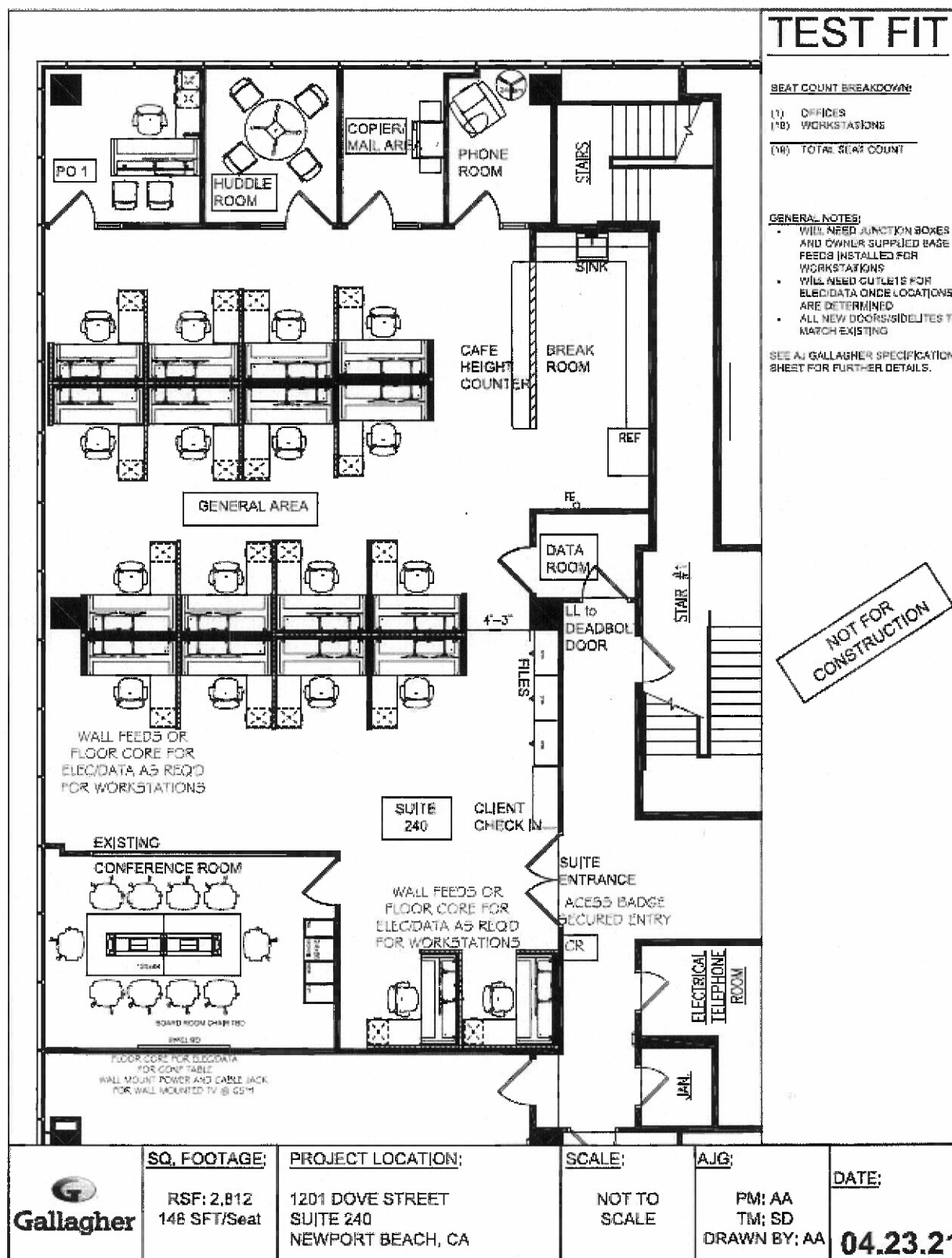


EXHIBIT "C-2"

TENANT'S SPECIFICATIONS

Gallagher Branch Office
STANDARD FINISHES & SPECIFICATIONS

- Data Room Construction:**
- Room Sizes: 1-35 seats 48sf; 36-59 seats 64sf; 60+ seats 100sf; data room to be square or rectangular to accommodate data racks;
 - Optional Data Room for Smaller Offices: offices with less than 15 seats may include a wall mounted, fan cooled data cabinet in lieu of a data room; Landlord to provide dedicated power and wallboard, tenant to provide cabinet
 - Room is to be secured with storeroom lock by landlord, four (4) keys provided to tenant
 - Room is to be power protected: dedicated power quad(s) by landlord and UPS equipment by tenant
 - Room to have grounded dedicated outlets on 20 amp circuits (independent circuit breakers). 48 sf room should have (3) quads; 64 sf and 100 sf rooms should have (4) quads located on the wallboard (location TBD by tenant, drawing elevation to be provided by tenant)
 - Room is to include an independent supplemental cooling unit to be provided by landlord as noted: (Mitsubishi Ductless Mini-Split Unit or Liebert Mini-Mate Unit): 48sf room = a 1 ton unit; 64sf room = a 1.5 ton unit; 100sf or larger room = 2 ton Liebert Mini-Mate unit
 - Room should have fire protection & smoke detection as required by local and state codes
 - Room should have 3/4" x 4 x 8 plywood on one wall for utility circuits; Wall to be painted, location TBD during drawing review
 - Landlord to provide electrical grounding bar near data rack(s)

**Electrical Requirements
For Office & Furniture:**

- Workstations Supplied by Tenant:** Herman Miller Canvas or Allsteel Terrace/DNA panel product
Power by Landlord: One (1) feed per (8) workstations maximum; 4 circuit/8 wire system; (3) outlets in base at 15 amps; (1) Data/Voice per Workstation
Use floor core, walls or columns per plan (no power poles)
- Office Furniture by Tenant:** Casework Product – Work Wall w/Peninsula Table
Office Power by Landlord: Two (2) Duplex Wall Outlets, Tenant to determine location during design
Two (2) Data/Voice Locations, Tenant to determine location during design
- Reception Desk by Tenant:** Casework Product
Power by Landlord: Two (2) Duplex Wall Outlets; Two (2) Data/Voice Locations

Copier Equipment – AMP/NEMA requirements to be determined; Landlord should plan on two (2) 20amp dedicated outlets for offices less than 2,500 rsf; four (4) 20amp dedicated outlets for offices between 2,500 rsf and 10,000 rsf; five (5) 20amp dedicated outlets for offices above 10,000 rsf

Conduit – Landlord to provide conduit and pullstring for all tenant low voltage locations as required by code, locations TBD by client during drawing review; Landlord to provide conduit from base building dimarc location into tenant suite data room with pull string (conduit size TBD)

Floor Core Box – conference room tables require power and data via floor core along with conduit raceway via floor core box into table to wall with tv monitor. GC to provide conduit/raceway/electrical in floor, wall, floor core & box; Tenant to provide LV cable

Partitions:

If new ceiling, all interior partition walls (except as noted) to be insulated and go 6" above finished ceiling height. The Main Conference Room and Branch Manager Office walls shall be built to deck with insulation within the partition. If existing ceiling is to remain, any/all partitions shall be built as underpinned wall with insulation within the partition, except for Main Conference Room and Branch Manager Office walls to be built to deck with insulation within the partition. Minimum finished ceiling height throughout space 8'6"

All perimeter walls of the leased premises to be built to deck and insulated to secure tenant premises from common areas

Conference Room Main Wall to include backing/bracing for audiovisual tv/monitor, location TBD by Tenant

Door Floor Stop and Coat Hooks Mounted in all private offices and conference rooms, location TBD by tenant

Updated March 1, 2018

Lighting:	Parabolic fixtures 2'x 2', or 2'x 4', 6" lens or building standard; If existing fixtures are reused, new bulbs and ballast to be installed and fixtures to be cleaned prior to tenant occupancy
Ceiling:	Armstrong Second Look 2x4 or 2x2 or building standard; If existing ceiling is reused, tiles and grid to be in excellent condition and clean prior to tenant occupancy
Plumbing:	Waterline for coffee maker, countertop or freestanding water filtration unit, icemaker in refrigerator and plumbing connections for dishwasher and built-in icemaker (icemaker will vary by location/region). Dishwasher flood stop pan, if required by code.
Doors:	Suite Entry Doors to include a glass panel or glass sidelight for security purposes Doors for private offices, conference rooms and break room to be building standard but all must include an 18" side light or glass insert 24"x72"; side light to align with the door height Door Entry Security – Tenant will install company standard key card access system at all entry and egress door locations. Landlord to supply and install conduit, fail safe/release door hardware; fire relay to life safety system; Coordinate with Tenant Vendor; Should key card access system not be used, landlord to change lock cylinder and provide ten (10) keys to space on the day prior to tenant occupancy .
Windows	Landlord to provide base building standard window treatments in like-new/excellent condition, professionally cleaned prior to tenant occupancy (after construction completed)
Paint	Ceiling Paint (if drywall): Benjamin Moore Simply White (2143 70) Wall Paint Open Areas: Benjamin Moore White Dove (OC17), eggshell finish Accent Paint (One wall of each within reception, breakroom and conference rooms; One wall for each private office): Benjamin Moore Gull Wing Gray 2134-50 (carpet scheme A, C); Benjamin Moore Gray Horse 2140-50 (carpet scheme B); Eggshell finish; No wallpaper or special wall coverings
Carpet:	Shaw (Arthur J Gallagher National Vendor Pricing) Open Office Areas – Shaw Direction Tile #5T071, Color TBD by Client, installed monolithic Private Office Areas & Conf Rooms – Shaw Earth Tone or Bias Tile #59338 or #5T043; Color TBD by Client, installed monolithic Reception and Boardroom – Only on projects over 10,000 sf, Shaw Transfer Broadloom #5A203, Color TBD by Client
Vinyl Flooring:	Shaw (Arthur J Gallagher National Vendor Pricing) IT Room: Armstrong Static Dissipative Tile – Marble Beige (51950) Mail Room and Kitchen: Shaw LVT Uncommon Ground #0188V, Color TBD by Client
Vinyl Base	Johnsonite: 2 1/2" Base straight for carpet, cove for hard surface/tile, Color determined by carpet selection, tenant will provide colors At Open Area/White Dove Walls – Snow White 01; At Accent Walls with Gull Wing Gray Paint – Platinum 21 At Accent Walls with Gray Horse Paint – Chinese Jade 135
Millwork:	Breakroom/Café & Mail/Copy Room - Upper and lower plastic laminate cabinets with laminate countertops per tenant specs & plan; Formica or Pionite Colors TBD by Client from approved list, three standard colors
Appliances:	Landlord to provide energy star rated, ADA compliant refrigerator(s), French door with bottom freezer & factory installed icemaker (KitchenAid KRFF300ESS); ADA compliant dishwasher (GE GLDT696SS); Countertop commercial microwave(s) (GE JES2251SJ), as shown on tenant space plan; Larger locations & warmer regions, include an ADA Built-In Ice Maker (Uline ADA 15"); Stainless Steel Finish on all appliances

Exhibit "C-3"

PROJECT SCHEDULE

ID	Task Name	Duration
1	Dove St 240	26 days
2	"This schedule is contingent upon the lease execution date".	3 days
3	Safe-off plumbing for demo	1 day
4	Demo	3 days
5	Rough-in new electrical, and floor cores	3 days
6	Pony up existing walls to create full height walls	3 days
7	Patch, skim and tape throughout	4 days
8	Paint throughout prime and 1st coat	3 days
9	Install flooring and base	2 days
10	Install new millwork	2 days
11	Set finish electrical and plumbing	2 days
12	Final paint	2 days
13	Final Project clean up	1 day
14	Punch walk	2 days
15	Project Turnover	1 day

EXHIBIT D

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking areas/garage, the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.
4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door, or install any security system (including, without limitation, card key systems, alarms or security cameras), in the Premises or Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, and Landlord shall have the right to retain at all times and to use keys or other access codes or devices to all locks and/or security system within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease. Further, if and to the extent Tenant re-keys, re-programs or otherwise changes any locks at the Project, Tenant shall be obligated to restore all such locks and key systems to be consistent with the master lock and key system at the Building, all at Tenant's sole cost and expense.
6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld. Damage to the Building by the installation, maintenance, operation, existence or removal of Tenant's Property shall be repaired at Tenant's sole expense.
9. Corridor doors, when not in use, shall be kept closed.
10. Tenant shall not: (i) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (ii) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (iii) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.
11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.
12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property, except for those substances as are typically found in similar premises used for general office purposes and are being used by Tenant in a safe manner and in accordance with all applicable Laws, rules and regulations. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property,

any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Laws which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.

13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the Commencement Date of the Term be extended as a result of the above actions.
15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, portable coolers (such as "move 'n cools") or space heaters, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.
16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees.
17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.
20. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.
21. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
22. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits reasonably designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.
23. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.
24. Tenant shall at all times reasonably comply with, and shall cause its employee, agents and invitees to comply with such governmental and regulatory orders, laws, programs, procedures and protocols as may be implemented from time to time at or with respect to the Building in order to address any events or circumstances that may pose danger or risk to persons or property relating to community health emergencies, including epidemic, quarantine, or any infectious disease-related outbreak. Such cooperation and compliance may include compliance with reasonable Building shutdown orders and reduced access to use of Common Areas, parking facilities, elevators and other Building systems and amenities, and may also include voluntary participation in screening programs intended to identify those persons who may present risk of contagion of infectious diseases and conditions. Tenant shall also immediately notify Landlord or Landlord's property manager of any persons entering the Building that have a contagious condition related to a pandemic or other health emergency. In the event Tenant becomes aware that a person entering the Building or Tenant's Premises has contracted a contagious condition related to a pandemic or other health emergency, Tenant shall immediately notify Landlord and the Building's Property Manager, and in such an event the Premises, Common Areas on the Tenant's floor, and affected elevators cabs will be thoroughly cleaned and disinfected at Tenant's cost. Landlord will not include in Tenant's Expenses Common Area

disinfecting that is for the exclusive benefit of one tenant, or that is paid for or the responsibility of another tenant of the Building. Tenant shall also follow (and shall cause its employees and invitees to follow) County Health and CDC Guidelines with regard to quarantine and isolation of all persons coming into contact with the infected person(s). Notwithstanding the foregoing, Landlord acknowledges if there is governmental restriction(s) imposed related to limiting access to the Building, Landlord shall reasonably cooperate with Tenant to provide Tenant with the ability to access its servers and equipment if necessary.

PARKING RULES AND REGULATIONS

- (i) Landlord reserves the right to establish and reasonably change the hours for the parking areas, on a non-discriminatory basis, from time to time. Tenant shall not store or permit its employees to store any automobiles in the parking areas without the prior written consent of the operator. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the parking areas, or on the Property. If it is necessary for Tenant or its employees to leave an automobile in the Parking Facility overnight, Tenant shall provide the operator with prior notice thereof designating the license plate number and model of such automobile.
 - (ii) Cars must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.
 - (iii) All directional signs and arrows must be observed.
 - (iv) The speed limit shall be 5 miles per hour.
 - (v) Parking spaces reserved for handicapped persons must be used only by vehicles properly designated.
 - (vi) Parking is prohibited in all areas not expressly designated for parking, including without limitation:
 - (a) areas not striped for parking
 - (b) aisles
 - (c) where "no parking" signs are posted
 - (d) ramps
 - (e) loading zones
 - (vii) Parking stickers, key cards or any other devices or forms of identification or entry supplied by the operator shall remain the property of the operator. Such device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking passes and devices are not transferable and any pass or device in the possession of an unauthorized holder will be void.
 - (viii) Parking areas managers or attendants are not authorized to make or allow any exceptions to these Rules.
 - (ix) Every parker is required to park and lock his/her own car.
 - (x) Loss or theft of parking pass, identification, key cards or other such devices must be reported to Landlord and to the parking areas manager immediately. Any parking devices reported lost or stolen found on any authorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen passes and devices found by Tenant or its employees must be reported to the office of the parking areas immediately.
 - (xi) Washing, waxing, cleaning or servicing of any vehicle by the customer and/or his agents is prohibited. Parking spaces may be used only for parking automobiles.
 - (xii) Tenant agrees to acquaint all persons to whom Tenant assigns a parking space with these Rules.
- A. TENANT ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO TENANT OR TENANT'S PROPERTY (INCLUDING, WITHOUT LIMITATIONS, ANY LOSS OR DAMAGE TO TENANT'S AUTOMOBILE OR THE CONTENTS THEREOF DUE TO THEFT, VANDALISM OR ACCIDENT) ARISING FROM OR RELATED TO TENANT'S USE OF THE PARKING AREAS OR EXERCISE OF ANY RIGHTS UNDER THIS PARKING AGREEMENT, WHETHER OR NOT SUCH LOSS OR DAMAGE RESULTS FROM LANDLORD'S ACTIVE NEGLIGENCE OR NEGLIGENT OMISSION. THE LIMITATION ON LANDLORD'S LIABILITY UNDER THE PRECEDING SENTENCE SHALL NOT APPLY HOWEVER TO LOSS OR DAMAGE ARISING DIRECTLY FROM LANDLORD'S WILLFUL MISCONDUCT.
- B. Without limiting the provisions of Paragraph A above, Tenant hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury or property damage occurring to Tenant arising as a result of parking in the parking areas or any activities incidental thereto, wherever or however the same may occur, and further agrees that Tenant will not prosecute any claim for personal injury or property damage against Landlord or any of its officers, agents, servants or employees for any said causes of action. It is the intention of Tenant by this instrument, to exempt and relieve Landlord from liability for personal injury or property damage caused by negligence. If Tenant fails to comply with the parking rules and regulations set forth herein, Landlord shall have the right to take such action as may be necessary to enforcement thereof, which may include the towing of vehicles, attachment of wheel immobilizer units (boots) and the like.
- C. The provisions of Section 28 of the Lease are hereby incorporated by reference as if fully recited. By executing the Lease to which this Exhibit D is attached, Tenant acknowledges that it has read and agreed to be bound by the forgoing Building Rules and Regulations. Tenant further confirms that it has been fully

and completely advised of the potential dangers incidental to parking in the parking areas and the terms and conditions set forth above.

EXHIBIT E

ADDITIONAL PROVISIONS

This Exhibit is attached to and made a part of the Lease by and between **AG REDSTONE OWNER/AG DOVE OWNER, L.P.**, a Delaware limited partnership ("**Landlord**") and **RISK PLACEMENT SERVICES, INC.**, an Illinois corporation ("**Tenant**") for space in the Building located at 1201 Dove Street, Newport Beach, California.

1. **Abatement of Base Rent.** Provided that Tenant faithfully performs all of the terms and conditions of this Lease, Landlord hereby agrees to abate Tenant's obligation to pay Base Rent for the first five (5) full calendar month of the initial Term ("**Abatement Period**"). During such Abatement Period, Tenant shall still be responsible for the payment of all of its other monetary obligations under this Lease. In the event of a Default by Tenant under the terms of this Lease that results in early termination pursuant to the provisions of Section 19 of this Lease, then as a part of the recovery set forth in Section 19 of this Lease, Landlord shall be entitled to recover the Base Rent that was abated under the provisions of this Section 1.

2. **Controllable Expenses.** Notwithstanding anything to the contrary contained herein, the aggregate Controllable Expenses, as that term is defined below, shall not increase more than seven percent (7%) in any calendar year over the maximum amount of Controllable Expenses chargeable for the immediately preceding calendar year, calculated on a cumulative and compounding basis, with no limit on the Controllable Expenses during the Base Year (*i.e.*, the actual Controllable Expenses for the Base Year shall be the maximum amount for the Base Year for purposes of this provision). "**Controllable Expenses**" shall mean all Expenses other than (a) Taxes, (b) utilities, and (c) insurance.

3. **Identity Signage.** Provided Tenant is not in default hereunder, Landlord shall provide Tenant with, at Landlord's expense, (a) one Building standard Premises suite identification signage and (b) Building-standard inclusion on any Building directory board signage.

4. **Delivery Condition.** Landlord, at Landlord's sole cost and expense, shall deliver the Premises to Tenant with all base building systems and equipment serving the Premises in good working order. Such systems and equipment shall include, but not be limited to (a) all demolition and demising, (b) electrical systems, HVAC systems, fire and life safety systems and plumbing systems sufficient for Tenant's Permitted Use; and (c) Building access control system installed controlling after-hours access to the Building.

5. **Audit Right.** Within one hundred eighty (180) days ("**Review Period**") after Tenant's receipt of an annual statement of actual Expenses and Expense Excess and the actual Taxes and Tax Excess (the "**Statement**"), if Tenant disputes the amount set forth in the Statement, Tenant's employees or an independent certified public accountant (which accountant is a member of a nationally or regionally recognized accounting firm and is not retained on a contingency fee basis) designated by Tenant, may, after reasonable notice to Landlord ("**Review Notice**") and at reasonable times, inspect Landlord's records at Landlord's offices, provided that Tenant is not then in default after expiration of all applicable notice and cure periods. Tenant and such accountant or representative shall cause their respective agents and employees to maintain all information contained in Landlord's records in strict confidence. Notwithstanding the foregoing, Tenant shall only have the right to review Landlord's records one (1) time during any twelve (12) month period. If after such inspection, but within thirty (30) days after the Review Period, Tenant notifies Landlord in writing ("**Dispute Notice**") that Tenant still disputes such amounts, a certification as to the proper amount shall be made in accordance with Landlord's standard accounting practices, at Tenant's expense, by an independent certified public accountant selected by Landlord and who is a member of a nationally or regionally recognized accounting firm. Tenant's failure to deliver the Review Notice within the Review Period or to deliver the Dispute Notice within thirty (30) days after the Review Period shall be deemed to constitute Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to dispute the amounts set forth in such Statement. If Tenant timely delivers the Review Notice and the Dispute Notice, Landlord shall cooperate in good faith with Tenant and the accountant to show Tenant and the accountant the information upon which the certification is to be based. However, if such certification by the accountant proves that the Expenses and Taxes set forth in the Statement were overstated by more than ten percent (10%), then the cost of the accountant and the cost of such certification shall be paid for by Landlord. Promptly following the parties' receipt of such certification, the parties shall make such appropriate payments or reimbursements, as the case may be, to each other, as are determined to be owing pursuant to such certification. Tenant agrees that this section shall be the sole method to be used by Tenant to dispute the amount of any Expenses or Taxes payable by Tenant pursuant to the terms of this Lease, and Tenant hereby waives any other rights at law or in equity relating thereto.

6. **Right of First Refusal.** Subject to the following terms and conditions, during the initial Term of the Lease, Landlord hereby grants to Tenant a right of first refusal with respect to space on the second (2nd) floor of the Building that is contiguous to the initial Premises ("**First Refusal Space**"). Notwithstanding the foregoing (a) Tenant's right of first refusal shall become effective only following the expiration or earlier termination of any existing lease pertaining to the First Refusal Space (collectively, the "**Superior Leases**"), including any renewal or extension of such existing lease, whether or not such renewal or extension is pursuant to an express written provision in such lease, and regardless of whether any such renewal or extension is consummated pursuant to a lease amendment or a new lease, and (b) Tenant's right of first refusal shall be subordinate and secondary to all currently existing rights of expansion, first refusal, first offer or similar rights previously granted to (1) the tenants of the Superior Leases and (2) any other tenant of the Building (the rights described in items (a) and (b), above to be known collectively as "**Superior Rights**"), and (c) such right of first refusal shall not be triggered by the lease of space in the Building by Landlord to an existing tenant in the Building in connection with the relocation of such existing tenant's premises in the Building. Tenant's right of first refusal shall be on the terms and conditions set forth in this Section 6.

6.01 Landlord shall notify Tenant (the "**First Refusal Notice**") when Landlord receives a proposal ("**Third Party Offer**") to lease all or any portion of the First Refusal Space that Landlord would seriously consider, where no holder of a Superior Right desires to lease such space. The First Refusal Notice shall include a copy of

EXHIBIT E

-1-

1201 DOVE STREET
Risk Placement Services

the Third Party Offer with the potential tenant's identity redacted, describe the space so offered to Tenant and shall set forth the proposed material economic terms and conditions stated in the proposal (collectively, the "**Economic Terms**"), including the proposed term of lease and the proposed rent payable for the First Refusal Space. Notwithstanding the foregoing, Landlord's obligation to deliver the First Refusal Notice shall not apply during the last ninth (9) months of the initial Term unless Tenant has delivered an Extension Notice to Landlord pursuant to Section 2 of Rider No. 1 to this Lease.

6.02 If Tenant wishes to exercise Tenant's right of first refusal with respect to the space described in the First Refusal Notice, then within five (5) business days after delivery of the First Refusal Notice to Tenant, Tenant shall deliver an unconditional irrevocable notice to Landlord of Tenant's exercise of its right of first refusal with respect to the entire space described in the First Refusal Notice, and the Economic Terms shall be as set forth in the First Refusal Notice. If Tenant does not unconditionally exercise its right of first refusal within the five (5) business day period, then Landlord shall be free to lease the space described in the First Refusal Notice to anyone to whom Landlord desires on any terms Landlord desires and Tenant's right of first refusal shall terminate as to the First Refusal Space described in the First Refusal Notice except as provided in the following sentence. However, if Landlord does not execute a lease with respect to the space set forth in the First Refusal Notice within six (6) months following the delivery of the First Refusal Notice to Tenant, then Tenant's right of first refusal shall be fully reinstated. Notwithstanding anything to the contrary contained herein, Tenant must elect to exercise its right of first refusal, if at all, with respect to all of the space offered by Landlord to Tenant at any particular time, and Tenant may not elect to lease only a portion thereof.

6.03 If Tenant timely and properly exercises Tenant's right to lease the First Refusal Space as set forth herein, Landlord and Tenant shall execute an amendment adding such First Refusal Space to this Lease upon the same non-economic terms and conditions as applicable to the initial Premises, and the economic terms and conditions as provided in this Section 6. Unless otherwise specified in Landlord's Economic Terms, Tenant shall commence payment of rent for the First Refusal Space and the Term of the First Refusal Space shall commence upon the date of delivery of such space to Tenant.

6.04 The rights contained in this Section 6 shall be personal to the Original Tenant and may only be exercised by the Original Tenant (and not any assignee, sublessee or other transferee of the Original Tenant's interest in this Lease) if the Original Tenant occupies the entire Premises as of the date of the First Refusal Notice. Tenant shall not have the right to lease First Refusal Space as provided in this Section 6 if, as of the date of the First Refusal Notice, or, at Landlord's option, as of the scheduled date of delivery of such First Refusal Space to Tenant, Tenant is in default under this Lease or Tenant has previously been in default under this Lease more than once.

6.05 Tenant shall have all its remedies in equity and law in the event of a breach by Landlord of its obligations under this Section 6.

7. **General Use Allowance.** Landlord hereby agrees to reimburse Tenant for costs ("**FF&E Costs**") up to \$28,120.00 (based upon \$10.00 per rentable square feet in the Premises) (the "**General Use Allowance**") that Tenant actually incurs in purchasing and installing furniture, fixtures and equipment in the Premises and otherwise moving into the Premises. Landlord shall reimburse Tenant for FF&E Costs actually incurred by Tenant, up to the General Use Allowance, within thirty (30) days after Landlord's receipt of invoices evidencing Tenant's FF&E Costs. Any portion of the General Use Allowance that is not so requested by Tenant on or before twelve (12) months after the Commencement Date ("**Allowance Deadline**") shall revert to Landlord. If Tenant uses less than the General Use Allowance for FF&E Costs, Tenant may request in a written notice ("**Rent Credit Notice**") delivered to Landlord on or before Allowance Deadline, that any unused portion of the General Use Allowance be applied as a credit against Tenant's Base Rent obligations. Tenant may deliver the Rent Credit Notice to Landlord as soon as concurrently with Tenant's execution and delivery of the Lease to Landlord. If Tenant timely and properly delivers the Rent Credit Notice to Landlord, the credit against Base Rent shall commence following the later of (a) the first day of the calendar month following the delivery of the Rent Credit Notice to Landlord or (b) the expiration of the Abatement Period. Any portion of the General Use Allowance that is not so requested by Tenant on or before the Allowance Deadline shall revert to Landlord.

EXHIBIT F
INTENTIONALLY OMITTED

EXHIBIT G

LEASE COMMENCEMENT AGREEMENT

The undersigned as Landlord and Tenant under that certain Office Lease Agreement made and entered into by and between **AG DOVE OWNER, L.P.**, a Delaware limited partnership, as Landlord, and the undersigned, as Tenant (the "**Lease**"), hereby certifies that:

- 1) The undersigned has entered into occupancy of the Premises described in said Lease on _____, 20____.
- 2) All conditions under said Lease to be performed by Landlord have been satisfied, and on this date there are not existing defenses or offsets which the undersigned has against the enforcement of said Lease by Landlord.
- 3) The Term of the Lease commenced, or will commence, as of _____, 20____, which date shall be the "**Commencement Date**" under the terms of the Lease.
- 4) The "**Expiration Date**" of the Lease is _____, 20____, subject to extension or earlier termination in accordance with the terms and conditions of the Lease.
- 5) Tenant accepts the Premises in its "**As-Is**" condition as of the date of Tenant's possession thereof.
- 6) Tenant's obligation to pay Base Rent will commence on _____, 20____. The Abatement Period (as defined in Section 1 of Exhibit E of the Lease) will commence on _____, and end on _____, 20____.
- 7) Tenant's obligation to pay Tenant's Pro Rata Share of Expenses and Taxes will commence on _____, 20____.

Yours very truly,

_____,
a _____

By: _____

Name: _____

Its: _____

EXHIBIT H

ASBESTOS NOTIFICATION

This Exhibit H (the "Exhibit") is attached to and made a part of the Lease by and between **AG DOVE OWNER, L.P.**, a Delaware limited partnership ("Landlord") and **RISK PLACEMENT SERVICES, INC.**, an Illinois corporation ("Tenant") for space in the Building located at 1201 Dove Street, Newport Beach, California (the "Building").

Asbestos-containing materials ("ACMs") were historically commonly used in the construction of commercial buildings across the country. ACMs were commonly used because of their beneficial qualities. ACMs are fire-resistant and provide good noise and temperature insulation.

Some common types of ACMs include surfacing materials (such as spray-on fireproofing, stucco, plaster and textured paint), flooring materials (such as vinyl floor tile and vinyl floor sheeting) and their associated mastics, carpet mastic, thermal system insulation (such as pipe or duct wrap, boiler wrap and cooling tower insulation), roofing materials, drywall, drywall joint tape and drywall joint compound, acoustic ceiling tiles, transite board, base cove and associated mastic, caulking, window glazing and fire doors. These materials are not required under law to be removed from any building (except prior to demolition and certain renovation projects). Moreover, ACMs generally are not thought to present a threat to human health unless they cause a release of asbestos fibers into the air, which does not typically occur unless (1) the ACMs are in a deteriorated condition, or (2) the ACMs have been significantly disturbed (such as through abrasive cleaning, or maintenance or renovation activities).

It is possible that some of the various types of ACMs noted above (or other types) are present at various locations in the Building. Anyone who finds any such materials in the Building should assume them to contain asbestos unless those materials are properly tested and found to be otherwise. In addition, under applicable law, certain of these materials are required to be presumed to contain asbestos in the Building because the Building was built prior to 1981 (these materials are typically referred to as "Presumed Asbestos Containing Materials" or "PACM"). PACM consists of thermal system insulation and surfacing material found in buildings constructed prior to 1981, and asphalt or vinyl flooring installed prior to 1981. If any thermal system insulation, asphalt or vinyl flooring or surfacing materials are found to be present in the Building, such materials must be considered PACM unless properly tested and found otherwise. In addition, Landlord has identified the presence of certain ACMs in the Building. For information about the specific types and locations of these identified ACMs, please contact the Building manager. The Building manager maintains records of the Building's asbestos information including any Building asbestos surveys, sampling and abatement reports. This information is maintained as part of Landlord's asbestos Operations and Maintenance Plan ("O&M Plan").

The O&M Plan is designed to minimize the potential of any harmful asbestos exposure to any person in the Building. Because Landlord is not a physician, scientist or industrial hygienist, Landlord has no special knowledge of the health impact of exposure to asbestos. Therefore, Landlord hired an independent environmental consulting firm to prepare the Building's O&M Plan. The O&M Plan includes a schedule of actions to be taken in order to (1) maintain any building ACMs in good condition, and (2) to prevent any significant disturbance of such ACMs. Appropriate Landlord personnel receive regular periodic training on how to properly administer the O&M Plan.

The O&M Plan describes the risks associated with asbestos exposure and how to prevent such exposure. The O&M Plan describes those risks, in general, as follows: asbestos is not a significant health concern unless asbestos fibers are released and inhaled. If inhaled, asbestos fibers can accumulate in the lungs and, as exposure increases, the risk of disease (such as asbestosis and cancer) increases. However, measures taken to minimize exposure and consequently minimize the accumulation of fibers, can reduce the risk of adverse health effects.

The O&M Plan also describes a number of activities which should be avoided in order to prevent a release of asbestos fibers. In particular, some of the activities which may present a health risk (because those activities may cause an airborne release of asbestos fibers) include moving, drilling, boring or otherwise disturbing ACMs. Consequently, such activities should not be attempted by any person not qualified to handle ACMs. In other words, the approval of Building management must be obtained prior to engaging in any such activities. Please contact the Building manager for more information in this regard. A copy of the written O&M Plan for the Building is located in the Building management office and, upon your request, will be made available to tenants for you to review and copy during regular business hours.

Because of the presence of ACM in the Building, we are also providing the following warning, which is commonly known as a California Proposition 65 warning:

WARNING: This building contains asbestos, a chemical known to the State of California to cause cancer.

Please contact the Building manager with any questions regarding the contents of this Exhibit H.

RIDER NO. 1 TO OFFICE LEASE

EXTENSION OPTION RIDER

This Rider No. 1 is made and entered into by and between **AG DOVE OWNER, L.P.**, a Delaware limited partnership ("**Landlord**"), and **RISK PLACEMENT SERVICES, INC.**, an Illinois corporation ("**Tenant**"), as of the day and year of the Lease between Landlord and Tenant to which this Rider No. 1 is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Lease to the contrary, the provisions set forth below shall be deemed to be part of the Lease and shall supersede any inconsistent provisions of the Lease. All references in the Lease and in this Rider No. 1 to the "**Lease**" shall be construed to mean the Lease (and all exhibits and Riders attached thereto), as amended and supplemented by this Rider No. 1. All capitalized terms not defined in this Rider shall have the same meaning as set forth in the Lease.

1. Landlord hereby grants to Tenant one (1) option (the "**Extension Option**") to extend the Term of the Lease for an additional period of three (3) years (the "**Option Term**"), on the same terms, covenants and conditions as provided for in the Lease during the initial Term, except for the Base Rent, which shall equal the "fair market rental rate" for the Premises for the Option Term as defined and determined in accordance with the provisions of Section 3 below.

2. The Extension Option must be exercised, if at all, by an irrevocable written exercise notice ("**Extension Notice**") delivered by Tenant to Landlord no sooner than that date which is twelve (12) months and no later than that date which is nine (9) months prior to the expiration of the then current term of the Lease. The Extension Option shall, at Landlord's sole option, not be deemed to be properly exercised if, at the time the Extension Option is exercised or on the scheduled commencement date for the Option Term, (a) Tenant has committed an uncured event of default whose cure period has expired pursuant to Article 18 of the Lease, (b) Tenant has assigned all or any portion of the Lease or its interest therein or sublet all or any portion of the Premises, or (c) Landlord's lender, if any, disapproves the Extension Option terms. Provided Tenant has properly and timely exercised the Extension Option, the then current term of the Lease shall be extended by the Option Term, and all terms, covenants and conditions of the Lease shall remain unmodified and in full force and effect, except that the Base Rent shall be as set forth above.

3. If the Base Rent for the applicable Option Term shall be the fair market rental rate pursuant to Section 1 above, then such fair market rate shall be determined in accordance with the Fair Market Rental Rate Rider attached to the Lease as Rider No. 2.

4. Tenant's Extension Option is further subject to the terms and conditions of Rider No. 3 attached hereto.

RIDER NO. 2 TO OFFICE LEASE

FAIR MARKET RENTAL RATE

This Rider No. 2 is made and entered into by and between **AG DOVE OWNER, L.P.**, a Delaware limited partnership ("**Landlord**"), and **RISK PLACEMENT SERVICES, INC.**, an Illinois corporation ("**Tenant**"), as of the day and year of the Lease between Landlord and Tenant to which this Rider No. 2 is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Lease to the contrary, the provisions set forth below shall be deemed to be part of the Lease and shall supersede any inconsistent provisions of the Lease. All references in the Lease and in this Rider No. 2 to the "**Lease**" shall be construed to mean the Lease (and all exhibits and Riders attached thereto), as amended and supplemented by this Rider No. 2. All capitalized terms not defined in this Rider No. 2 shall have the same meaning as set forth in the Lease.

1. The term "fair market rental rate" as used in the Lease and any Rider attached thereto shall mean the annual amount per square foot, projected during the Option Term that a willing, non-equity renewal tenant (excluding sublease and assignment transactions) would pay, and a willing, institutional landlord of a comparable office building located in the Orange County Airport market area (the "**Comparison Area**") would accept, in an arm's length transaction (what Landlord is accepting in then current transactions for the buildings located in the Project may be used for purposes of projecting rent for the Option Term), for space of comparable size, quality and floor height as the Premises, taking into account the age, quality and layout of the existing improvements in the Premises, and taking into account items that professional real estate brokers or professional real estate appraisers customarily consider, including, but not limited to, rental rates, space availability, tenant size, tenant improvement allowances, parking charges and any other lease considerations, if any, then being charged or granted by Landlord or the lessors of such similar office buildings. All economic terms other than Base Rent, such as tenant improvement allowance amounts, if any, operating expense allowances, parking charges, etc., will be established by Landlord and will be factored into the determination of the fair market rental rate for the Option Term. Accordingly, the fair market rental rate will be an effective rate, not specifically including, but accounting for, the appropriate economic considerations described above. The fair market rental rate shall include the periodic rental increases that would be included for space leased for the period of the Option Term.

2. In the event the determination of fair market rental rate is required under the Lease (as set forth in Rider No. 1 above), Landlord shall provide written notice of Landlord's determination of the fair market rental rate ("**Landlord Rent Notice**") not later than ninety (90) days following Landlord's receipt of Tenant's Extension Notice. Tenant shall have ten (10) business days after receipt of Landlord's notice of the fair market rental rate within which to accept or reject such fair market rental rate by delivering written notice ("**Tenant Rent Response Notice**") thereof to Landlord. For purposes of this Rider No. 2, the last day of such 10-business day period shall be referred herein as the "**Objection Date**". Tenant's failure to deliver the Tenant Rent Response Notice on or before the Objection Date shall be deemed to constitute Tenant's rejection of the fair market rental rate set forth in the Landlord Rent Notice. If Tenant timely objected in the Tenant Rent Response Notice to Landlord's fair market rental rate, the parties shall follow the procedure and the fair market rental rate shall be determined as set forth in Section 3 below.

3. If Tenant timely and appropriately objects to Landlord's determination of the fair market rental rate in the Tenant Rent Response Notice, Landlord and Tenant shall attempt to agree upon the fair market rental rate using their best good-faith efforts. If Landlord and Tenant fail to reach agreement within twenty-one (21) days following the delivery of the Tenant Rent Response Notice ("**Outside Agreement Date**"), then each party shall make a separate determination of the fair market rental rate which shall be submitted to each other and to arbitration in accordance with the following items (i) through (vii):

(i) Landlord and Tenant shall each appoint, within ten (10) days of the Outside Agreement Date, one arbitrator who shall by profession be a current real estate broker or appraiser of comparable commercial properties in the immediate vicinity of the Project, and who has been active in such field over the last five (5) years. The determination of the arbitrators shall be limited solely to the issue of whether Landlord's or Tenant's submitted fair market rental rate is the closest to the actual fair market rental rate as determined by the arbitrators, taking into account the requirements of Section 1 above (i.e., the arbitrators may only select Landlord's or Tenant's determination of the fair market rental rate and shall not be entitled to make a compromise determination).

(ii) The two (2) arbitrators so appointed shall within five (5) business days of the date of the appointment of the last appointed arbitrator agree upon and appoint a third (3rd) arbitrator who shall be qualified under the same criteria set forth hereinabove for qualification of the initial two (2) arbitrators.

(iii) The three (3) arbitrators shall within fifteen (15) days of the appointment of the third (3rd) arbitrator reach a decision as to whether the parties shall use Landlord's or Tenant's submitted fair market rental rate, and shall notify Landlord and Tenant thereof.

(iv) The decision of the majority of the three (3) arbitrators shall be binding upon Landlord and Tenant.

(v) If either Landlord or Tenant fails to appoint an arbitrator within ten (10) days after the applicable Outside Agreement Date, the arbitrator appointed by one (1) of them shall reach a decision, notify Landlord and Tenant thereof, and such arbitrator's decision shall be binding upon Landlord and Tenant.

(vi) If the two (2) arbitrators fail to agree upon and appoint a third (3rd) arbitrator, or both parties fail to appoint an arbitrator, then the appointment of the third (3rd) arbitrator or any arbitrator shall be dismissed and the matter to be decided shall be forthwith submitted to arbitration under the provisions of the American Arbitration Association, but subject to the instruction set forth in this Section 3.

(vii) The cost of arbitration shall be paid by Landlord and Tenant equally.

RIDER NO. 3 TO OFFICE LEASE

OPTIONS IN GENERAL

This Rider No. 3 is made and entered into by and between **AG DOVE OWNER, L.P.**, a Delaware limited partnership ("**Landlord**"), and **RISK PLACEMENT SERVICES, INC.**, an Illinois corporation ("**Tenant**"), as of the day and year of the Lease between Landlord and Tenant to which this Rider No. 3 is attached. Landlord and Tenant hereby agree that, notwithstanding anything contained in the Lease to the contrary, the provisions set forth below shall be deemed to be part of the Lease and shall supersede any inconsistent provisions of the Lease. All references in the Lease and in this Rider No. 3 to the "**Lease**" shall be construed to mean the Lease (and all exhibits and Riders attached thereto), as amended and supplemented by this Rider No. 3. All capitalized terms not defined in this Rider No. 3 shall have the same meaning as set forth in the Lease.

(a) **Definition.** As used in this Lease and any Rider or Exhibit attached hereto, the word "**Option**" shall mean all options granted to Tenant under the Lease, including the Extension Option pursuant to Rider No. 1 attached hereto.

(b) **Option Personal.** The Option granted to Tenant is personal to the original Tenant executing this Lease (the "**Original Tenant**") and may be exercised only by the Original Tenant while leasing the entire Premises and without the intent of thereafter assigning this Lease or subletting the Premises and may not be exercised or be assigned, voluntarily or involuntarily, by any person or entity other than the Original Tenant. The Option granted to Tenant under this Lease is not assignable separate and apart from this Lease, nor may the Option be separated from this Lease in any manner, either by reservation or otherwise.

(c) **Effect of Default on Options.** Tenant will have no right to exercise any Option, notwithstanding any provision of the grant of option to the contrary, and Tenant's exercise of any Option may be nullified by Landlord and deemed of no further force or effect, if (i) Tenant is in default of any monetary obligation or material non-monetary obligation under the terms of this Lease (or if Tenant would be in such default under this Lease but for the passage of time or the giving of notice, or both) after applicable notice and cure period, as of Tenant's exercise of the Option in question or at any time after the exercise of any such Option and prior to the commencement of the Option event, or (ii) Landlord has given Tenant two (2) or more notices of default, whether or not such defaults are subsequently cured, during the last twelve (12) consecutive month period of this Lease.

(d) **Option as Economic Term.** The Option is hereby deemed an economic term which Landlord, in its sole and absolute discretion, may or may not offer in conjunction with any future extensions of the Term.

Signature: Jerome S. Hanner
Jerome S. Hanner (Jun 21, 2021 10:51 CDT)

Email: jerry_hanner@ajg.com

Title: Vice President

Company: Risk Placement Services, Inc.

Signature: Cara Richardson

Email: cara_richardson@ajg.com

Title: Vice President Sourcing

Company: Arthur J. Gallagher & Co.