

Commercial Leases: Tenants Amendments

 AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE -- NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions")

1.1 Parties: This Lease ("Lease"), dated for reference purposes only December 1, 2013, is made by and between Donna Yung Kitta Revocable Trust, dated April 10, 2006, (Lessor) and Synogen, Inc. (Lessee) (collectively the "Parties," or individually a "Party").

1.2 Premises: That certain real property, including all improvements thereon or to be provided by Lessor under the terms of this Lease, and commonly known as 25901 Commercial Drive, City of Lake Forest, located in the County of Orange, State of California, and generally described as (describe briefly the nature of the property and, if applicable, the "Project," if the property is located within a Project) A free standing building of approximately 28,700 rentable square feet.

1.3 Term: (5) years and (0) months ("Original Term") commencing December 1, 2013 ("Commencement Date") and ending November 30, 2018 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon full execution of the lease ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$22,360.00 per month ("Base Rent"), payable on the 1st day of each month commencing December 1st, 2013. (See also Paragraph 4) See Section 1 of Addendum

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 1 of Addendum

1.6 Base Rent and Other Monies Paid Upon Execution:

(a) Base Rent: \$22,360.00 for the period December 2013

(b) Security Deposit: \$25,000.00 ("Security Deposit"). (See also Paragraph 5) (The Security Deposit is being held in Escrow as the "Good Faith Deposit" per the Lease Deposit Agreement enclosed herein, and upon full execution of the Lease, said Deposit shall be released from Escrow to Lessor and be applied as the security deposit)

(c) Association Fees: _____ for the period: _____

(d) Other: \$ _____ for _____

(e) Total Due Upon Execution of this Lease: \$47,360.00

1.7 Agreed Use: Lab use including wet lab areas (cancer testing laboratory), research and development, storage and general office and uses ancillary thereto. (See also Paragraph 6)

1.8 Insuring Party: Lessor is the "Insuring Party" unless otherwise stated herein. (See also Paragraph 8)

1.9 Real Estate Brokers: (See also Paragraph 15 and 25)

(a) Representation: The following real estate brokers ("Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

_____ represents Lessor exclusively ("Lessor's Broker"); or

Realty Advisory Group, Inc. represents Lessee exclusively ("Lessee's Broker"); or

_____ represents both Lessor and Lessee ("Dual Agency");

(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached separate written agreement or if no such agreement is attached, the sum of _____% of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquiesces from Lessor any rights to the Premises, or _____% of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquiesces from Lessor any rights to the Premises.

1.10 Guarantees: The obligations of the Lessee under this Lease are to be guaranteed by 333333 S. Sabotage Drive ("Guarantor"). (See also Paragraph 37)

1.11 Attachments: Attached hereto are the following, all of which constitute a part of this Lease:

an Addendum consisting of Paragraphs Sections 1 through 2.4;

a plot plan depicting the Premises;

a current set of the Rules and Regulations;

a Work Letter;

other (specify) Surety of Lease, Option to Extend, Arbitration

INITIALS: _____ PAGE 1 OF 17 INITIALS: _____
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