UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2019

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number: 000-50633

CYTOKINETICS, INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware	**94-3291317**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
280 East Grand Avenue South San Francisco, California	**94080**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (650) 624-3000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading symbol**	**Name of each exchange on which registered**
Common Stock, $0.001 par value	**CYTK**	**The Nasdaq Global Select Market**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☒
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of common stock, $0.001 par value, outstanding as of October 30, 2019: 59,081,899

CYTOKINETICS, INCORPORATED
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FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2019

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CYTOKINETICS, INCORPORATED
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except per share data) (Unaudited)

	September 30, 2019	December 31, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	$ 39,634	$ 42,256
Short-term investments	126,405	156,475
Accounts receivable	6,576	2,231
Contract assets	—	4,554
Prepaid and other current assets	3,920	2,158
Total current assets	176,535	207,674
Property and equipment, net	3,615	3,204
Other assets	7,243	300
Total assets	$ 187,393	$ 211,178
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable	$ 3,412	$ 3,764
Accrued liabilities	13,139	15,757
Current portion of long-term debt	—	2,607
Short-term lease liability	4,577	—
Other current liabilities	389	66
Total current liabilities	21,517	22,194
Long-term debt, net	44,762	39,806
Liability related to the sale of future royalties, net	137,726	122,473
Long-term lease liability	3,257	—
Other long-term liabilities	—	771
Total liabilities	207,262	185,244
Commitments and contingencies		
Stockholders' equity (deficit):		
Preferred stock, $0.001 par value	—	—
Common stock, $0.001 par value	59	55
Additional paid-in capital	813,729	768,703
Accumulated other comprehensive income	719	500
Accumulated deficit	(834,376)	(743,324)
Total stockholders' equity (deficit)	(19,869)	25,934
Total liabilities and stockholders' equity (deficit)	$ 187,393	$ 211,178

The accompanying notes are an integral part of these condensed consolidated financial statements.

CYTOKINETICS, INCORPORATED
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(In thousands, except per share data) (Unaudited)

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Revenues:				
Research and development revenues	$ 6,055	$ 8,726	$ 21,656	$ 16,991
License revenues	—	1,915	—	5,133
Total revenues	6,055	10,641	21,656	22,124
Operating expenses:				
Research and development	20,229	21,391	67,791	65,858
General and administrative	9,753	7,164	29,026	23,724
Total operating expenses	29,982	28,555	96,817	89,582
Operating loss	(23,927)	(17,914)	(75,161)	(67,458)
Interest expense	(1,345)	(867)	(3,892)	(2,628)
Non-cash interest expense on liability related to the sale of future royalties	(5,321)	(4,559)	(15,204)	(13,026)
Interest and other income	1,020	1,323	3,205	3,291
Net loss	$ (29,573)	$ (22,017)	$ (91,052)	$ (79,821)
Net loss per share — basic and diluted	$ (0.50)	$ (0.40)	$ (1.60)	$ (1.47)
Weighted-average shares in net loss per share — basic and diluted	58,640	54,626	57,050	54,329
Other comprehensive income:				
Unrealized gain (loss) on available-for-sale securities, net	(42)	(3)	219	104
Comprehensive loss	$ (29,615)	$ (22,020)	$ (90,833)	$ (79,717)

The accompanying notes are an integral part of these condensed consolidated financial statements.

CYTOKINETICS, INCORPORATED
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
(In thousands, except share data) (Unaudited)

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount				
Balance, December 31, 2018	54,717,906	$ 55	$ 768,703	$ 500	$ (743,324)	$ 25,934
Stock-based compensation	—	—	2,282	—	—	2,282
Exercise of stock options	5,116	—	31	—	—	31
Vesting of restricted stock units, net of taxes withheld	165,347	—	(732)	—	—	(732)
Issuance of common stock under at-the-market offering, net of issuance costs	562,811	—	5,117	—	—	5,117
Other comprehensive income	—	—	—	106	—	106
Net loss	—	—	—	—	(29,366)	(29,366)
Balance, March 31, 2019	55,451,180	55	775,401	606	(772,690)	3,372
Stock-based compensation	—	—	2,819	—	—	2,819
Exercise of stock options	62,356	—	441	—	—	441
Issuance of common stock under at-the-market offering, net of issuance costs	2,449,984	3	19,694	—	—	19,697
Issuance of common stock under Employee Stock Purchase Plan	92,975	—	548	—	—	548
Issuance of warrants	—	—	185	—	—	185
Other comprehensive income	—	—	—	155	—	155
Net loss	—	—	—	—	(32,113)	(32,113)
Balance, June 30, 2019	58,056,495	58	799,088	761	(804,803)	(4,896)
Stock-based compensation	—	—	2,783	—	—	2,783
Exercise of stock options	53,350	—	459	—	—	459
Issuance of common stock under at-the-market offering, net of issuance costs	972,054	1	11,399	—	—	11,400
Other comprehensive income	—	—	—	(42)	—	(42)
Net loss	—	—	—	—	(29,573)	(29,573)
Balance, September 30, 2019	59,081,899	$ 59	$ 813,729	$ 719	$ (834,376)	$ (19,869)

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount				
Balance, December 31, 2017	53,960,832	$ 54	$ 755,526	$ 343	$ (646,081)	$ 109,842
Stock-based compensation	—	—	2,403	—	—	2,403
Exercise of stock options	59,112	—	342	—	—	342
Vesting of restricted stock units, net of taxes withheld	177,602	—	(866)	—	—	(866)
ASC 606 Adoption	—	—	—	—	18,013	18,013
Other comprehensive income	—	—	—	146	—	146
Net loss	—	—	—	—	(30,281)	(30,281)
Balance, March 31, 2018	54,197,546	54	757,405	489	(658,349)	99,599
Stock-based compensation	—	—	2,505	—	—	2,505
Exercise of stock options	306,027	1	2,441	—	—	2,442
Vesting of restricted stock units, net of taxes withheld	11,831	—	—	—	—	—
Issuance of common stock under Employee Stock Purchase Plan	75,992	—	536	—	—	536
ASC 606 Adoption	—	—	—	—	(2,350)	(2,350)
Other comprehensive loss	—	—	—	(39)	—	(39)
Net loss	—	—	—	—	(27,523)	(27,523)
Balance, June 30, 2018	54,591,396	55	762,887	450	(688,222)	75,170
Stock-based compensation	—	—	2,572	—	—	2,572
Exercise of stock options	50,124	—	329	—	—	329
Issuance of warrants	—	—	182	—	—	182
ASC 606 Adoption	—	—	—	—	(4,164)	(4,164)
Other comprehensive loss	—	—	—	(3)	—	(3)
Net loss	—	—	—	—	(22,017)	(22,017)
Balance, September 30, 2018	54,641,520	$ 55	$ 765,970	$ 447	$ (714,403)	$ 52,069

The accompanying notes are an integral part of these condensed consolidated financial statements.

CYTOKINETICS, INCORPORATED
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands) (Unaudited)

	Nine Months Ended	
	September 30, 2019	September 30, 2018
Cash flows from operating activities:		
Net loss	$ (91,052)	$ (79,821)
Adjustments to reconcile net loss to net cash used in operating activities:		
Non-cash interest expense on liability related to sale of future royalties	15,204	13,026
Non-cash equity-related expense	7,884	7,480
Depreciation of property and equipment	902	1,559
Interest receivable and amortization on investments	(1,583)	(1,237)
Non-cash interest expense related to debt	807	412
Changes in operating assets and liabilities:		
Accounts receivable	(4,345)	(8,044)
Contract assets	4,554	13,537
Prepaid and other assets	(1,745)	2,026
Operating lease right-of-use assets	2,631	—
Accounts payable	(352)	(3,230)
Accrued and other liabilities	(1,903)	(2,109)
Contract liabilities	—	(18,750)
Operating lease liabilities	(2,854)	—
Deferred revenue	—	(13,737)
Net cash used in operating activities	(71,852)	(88,888)
Cash flows from investing activities:		
Purchases of investments	(141,798)	(188,428)
Sales and maturities of investments	173,670	167,732
Purchases of property and equipment	(1,313)	(679)
Net cash provided by (used in) investing activities	30,559	(21,375)
Cash flows from financing activities:		
Issuance of common stock under at the market offering, net of issuance costs	36,214	—
Proceeds from stock based award activities, net	747	2,783
Net proceeds from long-term debt, net of debt discount and issuance cost	1,710	9,898
Net cash provided by financing activities	38,671	12,681
Net decrease in cash and cash equivalents	(2,622)	(97,582)
Cash and cash equivalents, beginning of period	42,256	125,206
Cash and cash equivalents, end of period	$ 39,634	$ 27,624
Supplemental cash flow disclosure - non-cash investing and financing activity:		
Right-of-use assets recognized in exchange for lease obligations	$ 10,687	$ —
Issuance of warrants in connection with long-term debt	185	—

The accompanying notes are an integral part of these condensed consolidated financial statements.

CYTOKINETICS, INCORPORATED
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 1 — Organization and Significant Accounting Policies

Cytokinetics, Incorporated (the "Company", "we" or "our") was incorporated under the laws of the state of Delaware on August 5, 1997. The Company is a late stage biopharmaceutical company focused on the discovery and development of novel small molecule therapeutics that modulate muscle function for the potential treatment of serious diseases and medical conditions.

Our financial statements contemplate the conduct of our operations in the normal course of business. We have incurred an accumulated deficit of $834.4 million since inception and there can be no assurance that we will attain profitability. The Company anticipates that it will have operating losses and net cash outflows in future periods.

We are subject to risks common to late stage biopharmaceutical companies including, but not limited to, development of new drug candidates, dependence on key personnel, and the ability to obtain additional capital as needed to fund our future plans. Our liquidity will be impaired if sufficient additional capital is not available on terms acceptable to us. To date, we have funded operations primarily through sales of our common stock, contract payments under our collaboration agreements, sale of future royalties, debt financing arrangements, government grants and interest income. Until we achieve profitable operations, we intend to continue to fund operations through payments from strategic collaborations, additional sales of equity securities, grants and debt financings. We have never generated revenues from commercial sales of our drugs and may not have drugs to market for at least several years, if ever. Our success is dependent on our ability to enter into new strategic collaborations and/or raise additional capital and to successfully develop and market one or more of our drug candidates. As a result, we may choose to raise additional capital through equity or debt financings to continue to fund operations in the future. We cannot be certain that sufficient funds will be available from such a financing or through a collaborator when required or on satisfactory terms. Additionally, there can be no assurance that our drug candidates will be accepted in the marketplace or that any future products can be developed or manufactured at an acceptable cost. These factors could have a material adverse effect on our future financial results, financial position and cash flows.

Based on the current status of our research and development activities, we believe that our existing cash, cash equivalents and investments will be sufficient to fund cash requirements for at least the next 12 months from the filing date of this Quarterly Report on Form 10-Q. If, at any time, our prospects for financing research and development programs decline, we may decide to reduce research and development expenses by delaying, discontinuing or reducing funding of one or more of our research or development programs. Alternatively, we might raise funds through strategic collaborations, public or private financings or other arrangements. Such funding, if needed, may not be available on favorable terms, or at all. These financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis of Presentation

Our condensed consolidated financial statements include the accounts of Cytokinetics and our wholly-owned subsidiary. The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") for interim financial information and the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. The financial statements include all adjustments (consisting only of normal recurring adjustments) that management believes are necessary for the fair statement of our financial information. These interim results are not necessarily indicative of results to be expected for the full fiscal year or any future interim period. The balance sheet as of December 31, 2018 has been derived from the audited financial statements at that date, but does not include all of the information and footnotes required by GAAP for complete financial statements. The financial statements and related disclosures have been prepared with the presumption that users of the interim financial statements have read or have access to the audited financial statements for the preceding fiscal year. Accordingly, these financial statements should be read in conjunction with the audited financial statements and notes thereto contained in the Company's Form 10-K for the year ended December 31, 2018, as filed with the Securities and Exchange Commission.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the condensed consolidated financial statements and reported amounts of revenues and expenses during the reporting periods. On an ongoing basis, we evaluate our estimates, including those related to revenue recognition, investments, accrued research and development expenses, other long-lived assets, stock-based compensation, operating lease assets and liabilities, and the valuation of deferred tax assets. We base our estimates on our historical experience and also on assumptions that we believe are reasonable; however, actual results could significantly differ from those estimates.

Leases

We adopted Accounting Standards Update No. 2016-02, Leases ("ASC 842") on January 1, 2019 using the modified retrospective approach. There was no cumulative-effect adjustment as of January 1, 2019. Prior period amounts continue to be reported in accordance with our historic accounting under previous lease guidance, ASC 840, Lease Accounting.

We elected the package of practical expedients permitted under the transition guidance within ASC 842, which among other things, allowed us to carry forward the historical lease classification of those leases in place as of January 1, 2019. We also elected to exclude from our condensed consolidated balance sheets recognition of leases having a term of 12 months or less (short-term leases) and elected to not separate lease components and non-lease components for our long-term facilities lease.

In adopting ASC 842, we recognized a right-of-use asset in other assets and a short-term and long-term lease liability on our condensed consolidated balance sheets for our existing facilities lease that expires in 2021 (the "Lease"). The right-of-use asset is based on the liability adjusted for any prepaid or deferred rent. We determined the lease term at the commencement date by considering whether renewal options and termination options are reasonably assured of exercise. In determining the present value of lease payments, we estimated our incremental borrowing rate based on information available when we adopted ASC 842. We base the lease liability on the present value of remaining lease payments over the remaining term of the Lease, using an estimated rate of interest that we would pay to borrow equivalent funds on a collateralized basis at the lease commencement date.

We evaluated our other contracts and determined that, except for the Lease, none of our contracts contained a lease as defined in ASC 842. The impact on the condensed consolidated balance sheets as of January 1, 2019 of adopting ASC 842 is as follows (in thousands):

Balance sheet account description	ASC 840 January 1, 2019	ASC 842 January 1, 2019	Impact of adoption
Deferred rent classified as accrued liabilities	$ (323)	$ —	$ 323
Deferred rent classified as other long-term liabilities	(773)	—	773
Short-term lease liability	—	(4,460)	(4,460)
Long-term lease liability	—	(6,227)	(6,227)
Other assets	—	9,591	9,591

We recognize rent expense for the operating lease on a straight-line basis over the lease term in operating expenses on the condensed consolidated statements of operations.

Revenue Recognition

On January 1, 2018, we adopted Accounting Standards Codification 606, Revenue from Contracts with Customers ("ASC 606"), using the modified retrospective method. On January 1, 2018, for contracts within the scope of ASC 606, we recognized a contract asset or liability and reduced our accumulated deficit for the effect of adopting ASC 606 and did not revise our prior period financial statements. Pursuant to ASC 606, to recognize revenue from a contract with a customer, we:

(i) identify our contracts with our customers;
(ii) identify our distinct performance obligations in each contract;
(iii) determine the transaction price of each contract;
(iv) allocate the transaction price to the performance obligations; and
(v) recognize revenue as we satisfy our performance obligations.

At contract inception, we assess the goods or services promised within each contract and assess whether each promised good or service is distinct and determine those that are performance obligations. We then recognize as revenue the amount of the transaction price that is allocated to the respective performance obligation when (or as) the performance obligation is satisfied.

Collaborative Arrangements

We enter into collaborative arrangements with partners that typically include payment to us for one of more of the following: (i) license fees; (ii) milestone payments related to the achievement of developmental, regulatory, or commercial goals; (iii) royalties on net sales of licensed products; and (iv) research and development cost reimbursements. Each of these payments results in collaboration or other revenues. Where a portion of non-refundable up-front fees or other payments received are allocated to continuing performance obligations under the terms of a collaborative arrangement, they are recorded as deferred revenue and recognized as revenue when (or as) the underlying performance obligation is satisfied.

As part of the accounting for these arrangements, we must develop estimates and assumptions that require judgment to determine the underlying stand-alone selling price for each performance obligation which determines how the transaction price is allocated among the performance obligations. The stand-alone selling price may include such items as, forecasted revenues, development timelines, reimbursement rates for personnel costs, discount rates and probabilities of technical and regulatory success, to determine the transaction price to allocate to each performance obligation.

For our collaboration agreements that include more than one performance obligation, such as a license combined with a commitment to perform research and development services, we make judgments to assess the nature of the combined performance obligation to determine whether the combined performance obligation is satisfied over time or at a point in time and, if over time, the appropriate method of measuring progress for purposes of recognizing revenue from non-refundable, up-front fees. We evaluate our progress each reporting period and, if necessary, adjust the measure of a performance obligation and related revenue recognition.

License Fees: If a license to our intellectual property is determined to be distinct from the other performance obligations identified in the arrangement, we recognize revenues from non-refundable, up-front fees allocated to the license when the license is transferred to the licensee and the licensee is able to use and benefit from the license. For licenses that are bundled with other promises, we utilize judgment to assess the nature of the combined performance obligation to determine whether the combined performance obligation is satisfied over time or at a point in time and, if over time, the appropriate method of measuring progress for purposes of recognizing revenue from non-refundable, up-front license fees. We evaluate the measure of progress each reporting period and, if necessary, adjust the measure of performance and related revenue recognition.

Milestone Payments: We use judgment to determine whether a milestone is considered probable of being reached. Using the most likely amount method, we include the value of a milestone payment in the consideration for a contract at inception if we then conclude achieving the milestone is more likely than not. Otherwise, we exclude the value of a milestone payment from contract consideration at inception and recognize revenue for a milestone at a later date, when we judge that it is probable the milestone will be achieved. If we conclude it is probable that a significant revenue reversal would not occur, the associated milestone is included in the transaction price. We then allocate the transaction price to each performance obligation on a relative stand-alone selling price basis, for which we recognize revenue as or when the performance obligations under the contract are satisfied. At the end of each subsequent reporting period, we re-evaluate the probability of achievement of such milestones and any related constraint, and if necessary, adjust our estimate of the overall transaction price. Any such adjustments are recorded on a cumulative catch-up basis, which would affect license, collaboration and other revenues and earnings in the period of adjustment.

Royalties: For contracts that include sales-based royalties, we recognize revenue at the later of (i) when the related sales occur, or (ii) when the performance obligation to which some or all of the royalty has been allocated has been satisfied. To date, we have not recognized any royalty revenues resulting from contracts.

Research and Development Cost Reimbursements: Our arrangement with Astellas Pharma Inc. (“Astellas”) and Amgen Inc. (“Amgen”) include promises of research and development services. We have determined that these services collectively are distinct from the licenses provided to Astellas and Amgen and as such, these promises are accounted for as a separate performance obligation recorded over time. We record revenue for these services as the performance obligations are satisfied, which we estimate using internal development costs incurred.

Recent Accounting Pronouncements

In November 2018, the Financial Accounting Standards Board (“FASB”) issued ASU 2018-18, Collaborative Arrangements (Topic 808): Clarifying the Interaction between Topic 808 and Topic 606 (“ASU 2018-18”), which make targeted improvements to clarify the interaction between Topic 808, Collaborative Arrangements, and Topic 606, Revenue from Contracts with Customers. ASU 2018-18 is effective for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. Early adoption is permitted. We are currently evaluating the impact of adopting ASU 2018-18.

In June 2016, the FASB issued ASU 2016-13, *"Financial Instruments — Credit Losses — Measurement of Credit Losses on Financial Instruments"*. ASU 2016-13 changes the impairment model for most financial assets and certain other instruments and is effective for annual and interim reporting periods beginning after December 15, 2019. We are currently evaluating the impact of adopting ASU 2016-13.

Note 2 — Net Loss Per Share

We excluded the following from diluted net loss per share because inclusion would have been antidilutive (in thousands):

	September 30, 2019	September 30, 2018
Options to purchase common stock	7,787	5,451
Warrants to purchase common stock	165	107
Restricted Stock and Performance units	867	562
Shares issuable related to the ESPP	75	28
	8,894	6,148

Note 3 — Research and Development Arrangements

Amgen

We and Amgen continue activities related to novel small molecule therapeutics, including omecamtiv mecarbil, that activate cardiac muscle contractility for potential applications in the treatment of heart failure under the collaboration and option agreement between the Company and Amgen, as amended (the "Amgen Agreement").

We recognize research and development revenue for reimbursements from Amgen of both internal costs of certain full-time employee equivalents and other costs related to the Amgen Agreement. Research and development revenue from Amgen of $3.5 million and $10.5 million in the third quarter and first nine months of 2019, respectively, consists of reimbursement of costs we incurred related to METEORIC-HF (**M**ulticenter **E**xercise **T**olerance **E**valuation of **O**mecamtiv Mecarbil **R**elated to **I**ncreased **C**ontractility in **H**eart **F**ailure), a Phase 3 clinical trial intended to evaluate the potential of omecamtiv mecarbil to increase exercise performance. We had no research and development revenue from Amgen in the first nine months of 2018.

We had accounts receivable of $3.5 million from Amgen as of September 30, 2019 and $1.9 million as of December 31, 2018.

In 2018, we paid Amgen $18.8 million and completed the exercise of our option under the Amgen Agreement to co-invest $40.0 million in the Phase 3 development program of omecamtiv mecarbil in exchange for a total incremental royalty from Amgen of up to 4% on increasing worldwide sales of omecamtiv mecarbil outside Japan (the "Co-Invest Option").

Under the Amgen Agreement, we are eligible to receive over $300.0 million in additional development milestone payments based on various clinical milestones, including the initiation of certain clinical studies, the submission of an application for marketing authorization for a drug candidate to certain regulatory authorities and the receipt of such approvals. Additionally, we are eligible to receive up to $300.0 million in commercial milestone payments provided certain sales targets are met. Due to the nature of drug development, including the inherent risk of development and approval of drug candidates by regulatory authorities, we cannot estimate if and when these milestone payments could be achieved or become due and, accordingly, we consider the milestone payments to be constrained and exclude the milestone payments from the transaction price.

Astellas

Cytokinetics and Astellas are parties to the Amended and Restated License and Collaboration Agreement dated December 22, 2014, as amended (the "Astellas Agreement") focused on the research, development, and commercialization of skeletal muscle activators.

We have recognized research and development revenue from Astellas for reimbursements of internal costs of certain full-time employee equivalents, supporting collaborative research and development programs, and of other costs related to those programs. Revenue from Astellas included research and development revenues of $2.5 million and $8.5 million for the three months ended September 30, 2019 and 2018, respectively, and $11.2 million and $16.8 million for the nine months ended September 30, 2019 and 2018, respectively, and no license revenues in 2019 and $1.9 million and $5.1 million for the three and nine months ended September 30, 2018, respectively.

In 2014, we and Astellas amended and restated the Astellas Agreement (the "2014 Astellas Amendment") and expanded the objective of the collaboration to include spinal muscular atrophy ("SMA") and potentially other neuromuscular indications for reldesemtiv and other fast skeletal muscle troponin activators ("FSTAs"). License revenues in 2018 related to our performance obligations under the 2014 Astellas Amendment. In 2018, we completed all our deliverables for the 2014 Astellas Amendment.

In 2016, we and Astellas amended the Astellas Agreement (the "2016 Astellas Amendment") to expand the collaboration to include the development of reldesemtiv for the potential treatment of amyotrophic lateral sclerosis ("ALS"), as well as the possible development in ALS of other FSTAs previously licensed by us to Astellas, and Astellas paid us a $35.0 million non-refundable upfront amendment fee and an accelerated $15.0 million milestone payment for the initiation of the first Phase 2 clinical trial of reldesemtiv in ALS that was otherwise provided for in the Astellas Agreement, as if such milestone had been achieved upon the execution of the 2016 Astellas Amendment, and committed research and development consideration of $44.2 million, for total consideration of $94.2 million. We allocated the consideration to the license and to the research and development services, and recognized license revenue and research and development revenue using the proportional performance model.

Our contract asset from the 2016 Astellas Amendment was $4.6 million as of December 31, 2018. We have completed all of our deliverables for the 2016 Astellas Amendment as of September 30, 2019 and as a result our contract asset balance is zero as of September 30, 2019. We had accounts receivable from Astellas of $3.1 million as of September 30, 2019 and $0.3 million as of December 31, 2018.

Currently under the Astellas Agreement, additional research and early and late state development milestone payments for research and clinical milestones, including the initiation of certain clinical studies, the submission of an application for marketing authorization for a drug candidate to certain regulatory authorities and the commercial launch of collaboration products could total over $600.0 million and includes up to $95.0 million relating to reldesemtiv in non-neuromuscular indications, and over $100.0 million related to reldesemtiv in each of SMA, ALS and other neuromuscular indications. Additionally, $200.0 million in commercial milestones could be received under the Astellas Agreement provided certain sales targets are met. We are eligible to receive up to $2.0 million in research milestone payments under the collaboration for each future potential drug candidate. We are currently in discussions with Astellas regarding amending the terms of our collaboration agreement that may lead to the reduction of payments for such research, clinical and commercial milestones. Due to the nature of drug development, including the inherent risk of development and approval of drug candidates by regulatory authorities, it is not possible to estimate if and when these milestone payments could be achieved or become due, and accordingly, are constrained and not included in the transaction price.

Subsequent to September 30, 2019, Cytokinetics and Astellas have agreed in principle to revise the terms of the collaboration to provide that Cytokinetics will obtain exclusive control over the development and commercialization of FSTAs, including reldesemtiv and CK-3762601. We expect to enter into definitive agreements with Astellas regarding the above agreement in principle but until we do so, the Astellas Agreement remains in effect in accordance with its current terms, the agreement in principle remains non-binding, and there can be no assurance we will enter into definitive agreements with Astellas regarding any revised terms.

Note 4 — Cash Equivalents and Investments

The amortized cost, unrealized gains, unrealized losses and fair value of cash equivalents and available for sale investments as of September 30, 2019 and December 31, 2018 were as follows (in thousands):

	September 30, 2019			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Money market funds	$ 33,839	$ —	$ —	$ 33,839
U.S. Treasury securities	56,092	73	—	56,165
Agency bonds	43,279	35	(1)	43,313
Commercial paper	9,935	4	(2)	9,937
Corporate obligations	16,245	37	—	16,282
	$ 159,390	$ 149	$ (3)	$ 159,536

	December 31, 2018			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Money market funds	$ 34,771	$ —	$ —	$ 34,771
U.S. Treasury securities	56,999	—	(41)	56,958
Agency bonds	61,792	1	(14)	61,779
Commercial paper	19,448	—	(13)	19,435
Corporate obligations	17,644	2	(8)	17,638
	$ 190,654	$ 3	$ (76)	$ 190,581

Investments available for sale as of September 30, 2019 excludes an investment in equity of $0.7 million included in short-term investments. As of September 30, 2019, there were no investments that had been in a continuous unrealized loss position for 12 months or longer.

Interest income was $1.0 million and $3.2 million for the three and nine months ended September 30, 2019 and $1.3 million and $3.3 million for the three and nine months ended September 30, 2018.

Note 5 — Fair Value Measurements

We value our financial assets and liabilities at fair value, defined as the price that would be received for assets when sold or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). We utilize market data or assumptions that we believe market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated or generally unobservable.

We primarily apply the market approach for recurring fair value measurements and endeavors to utilize the best information reasonably available. Accordingly, we use valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible, and consider the security issuers' and the third-party issuers' credit risk in our assessment of fair value.

We classify fair value based on the observability of those inputs using a hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement):

Level 1 — Observable inputs, such as quoted prices in active markets for identical assets or liabilities;

Level 2 — Inputs, other than the quoted prices in active markets, that are observable either directly or through corroboration with observable market data; and

Level 3 — Unobservable inputs, for which there is little or no market data for the assets or liabilities, such as internally-developed valuation models.

Fair value of financial assets:

Using this hierarchy, we classify our financial assets at fair value as follows (in thousands):

	September 30, 2019			
	Fair Value Measurements Using			
	Level 1	Level 2	Level 3	Assets At Fair Value
Assets:				
Money market funds	$ 33,839	$ —	$ —	$ 33,839
U.S. Treasury securities	56,165	—	—	56,165
Agency bonds	—	43,313	—	43,313
Commercial paper	—	9,937	—	9,937
Corporate obligations	—	16,282	—	16,282
	$ 90,004	$ 69,532	$ —	$ 159,536

	December 31, 2018			
	Fair Value Measurements Using			
	Level 1	Level 2	Level 3	Assets At Fair Value
Assets:				
Money market funds	$ 34,771	$ —	$ —	$ 34,771
U.S. Treasury securities	56,958	—	—	56,958
Agency bonds	—	61,779	—	61,779
Commercial paper	—	19,435	—	19,435
Corporate obligations	—	17,638	—	17,638
	$ 91,729	$ 98,852	$ —	$ 190,581

The carrying amount of our accounts receivable and accounts payable approximates fair value due to the short-term nature of these instruments.

Fair value of financial liabilities:

As of September 30, 2019 and December 31, 2018, the fair value of the long-term debt approximated its carrying value of $44.8 million and $42.4 million, respectively, because it is carried at a market observable interest rate, which is considered Level 2.

As of September 30, 2019, the fair value of liability related to the sale of future royalties is based on approximate carrying value and our current estimates of future royalties is expected to be paid to RPI Finance Trust ("RPI"), an entity related to Royalty Pharma, over the life of the arrangement, which is considered Level 3 (See Note 9 – "Liability Related to Sale of Future Royalties").

There were no transfers between Level 1, Level 2, and Level 3 during the periods presented.

Note 6 — Balance Sheet Components

Accrued liabilities were as follows (in thousands):

	September 30, 2019	December 31, 2018
Accrued liabilities:		
Research and development services	$ 5,322	$ 8,618
Compensation related	6,673	6,118
Other accrued expenses	1,144	1,021
Total accrued liabilities	$ 13,139	$ 15,757

Note 7 — Leases

The Lease for our existing facilities expires in 2021 and includes rental payments on a graduated scale and payment of certain operating expenses. As of September 30, 2019, the remaining lease term is 1.8 years, the discount rate used to determine the operating lease liability was 9%. In July 2019, we amended the lease agreement in connection with our leasing of additional premises within the same office location (the "Expansion Lease") for 9,530 square feet of an office space. The Expansion Lease has an initial term of 39 months, and is expected to commence in January 2020. The total commitment of undiscounted lease payments for the Expansion Lease was $1.3 million as at September 30, 2019.

In July 2019, we entered into a lease agreement for approximately 234,892 square feet of office and laboratory space at a facility being located in South San Francisco, California (the "Oyster Point Lease"). The lease has an initial term of twelve years, and is expected to commence in September 2021. We have two consecutive five-year options to extend the lease. Subject to rent abatement for the first two months of the lease, we will be required to pay $5.45 per square foot for 159,891 square feet for the first twelve months of the lease term, which will increase at a rate of 3.5% per year. After the first twelve months of the lease, rent will be payable on the entire leased square footage. A refundable security deposit of $5.1 million is also required as part of the lease. We will be required to pay fifty percent of the security deposit amount by January 1, 2020 and the remaining fifty percent as of January 2021. The landlord will provide a tenant improvement allowance of $34.1 million for costs relating to the initial design and construction of the improvements. We will pay certain operating costs of the facility and have certain rights to sublease under the agreement. The total commitment of undiscounted lease payments for this lease was $217.7 million as at September 30, 2019.

The Company has not recognized a right-of-use asset or aggregate lease liability as of September 30, 2019 for the Expansion Lease and Oyster Point Lease as the underlying assets were unavailable for use by the Company at any time in the period ended September 30, 2019.

The undiscounted future non-cancellable lease payments under the lease agreements as of September 30, 2019 is as follows (in thousands):

Years ending December 31:		
2019 remainder	$	1,191
2020		5,240
2021		4,616
2022		12,694
Thereafter		203,762
Total undiscounted future lease payments		227,503
Less: Undiscounted lease payments related to Expansion Lease		(1,335)
Less: Undiscounted lease payments related to Oyster Point Lease		(217,667)
Less: Present value adjustments		(667)
Total lease liability	$	7,834

Cash paid for amounts included in the measurement of lease liabilities for the nine months ended September 30, 2019 was $3.5 million and was included in net cash used in operating activities in our condensed consolidated statements of cash flows.

Rent expense was $1.3 million for the three months ended September 30, 2019 and 2018 and $3.8 million for the nine months ended September 30, 2019 and 2018.

Note 8 — Long-Term Debt

Prior to May 17, 2019 we maintained a loan and security agreement dated as of October 19, 2015, as amended (the "Original Loan Agreement") with Oxford Finance LLC ("Oxford") and Silicon Valley Bank ("SVB") (Oxford and SVB, collectively the "Lenders") to fund our working capital and other general corporate needs.

On May 17, 2019 (the "Closing Date"), we entered into a new loan and security agreement (the "New Loan Agreement") with the Lenders for $45.0 million (the "Term Loan") and terminated the Original Loan Agreement. The proceeds of the Term Loan were used in part to repay in full all of the outstanding term loans under the Original Loan Agreement in an aggregate principal amount of $42.0 million.

The Term Loan was accounted for as a debt modification in a non-troubled debt restructuring, rather than a debt extinguishment, based on a comparison of the present value of the cash flows under the terms of the debt immediately before and after the effective date of the Term Loan, which resulted in a change of less than 10%. As a result, issuance costs paid to the lender in connection with the Term Loan were recorded as a reduction of the carrying amount of the debt liability and were not significant. Unamortized issuance costs as of the date of the modification were amortized to interest expense over the repayment term of Term Loan.

Both borrowings under the Original Loan Agreement and Term Loan bear interest at an annual rate equal to the greater of (a) 8.05% or (b) the sum of 6.81% plus the 30-day U.S. LIBOR rate. The borrowing under the Original Loan Agreement was repayable in monthly interest-only payments through November 2019 followed by 35 months of monthly payments of interest and principal. The borrowing under the Term Loan is repayable in monthly interest-only payments through December 31, 2020. The interest only period may be extended for six or twelve months if both of the following milestones occur: (i) specified events related to the development of (a) reldesemtiv, a novel fast skeletal muscle troponin activator, in spinal muscular atrophy or amyotrophic lateral sclerosis, or (b) CK-3773274, a novel cardiac myosin inhibitor, in cardiomyopathy; and/or (ii) specified results from GALACTIC-HF, a Phase 3 trial of omecamtiv mecarbil, a novel cardiac myosin activator. The ultimate interest-only period will be followed by equal monthly payments of principal and interest to the maturity date in December 2023. We are required to make a final payment upon loan maturity of 6.00% of the notes payable, which we accrete over the life of the Term Loan. Our obligations under the New Loan Agreement are secured by substantially all our current and future assets, other than our intellectual property.

Interest expense was $1.3 million and $0.9 million for the three months ended September 30, 2019 and 2018, respectively and $3.9 million and $2.6 million for the nine months ended September 30, 2019 and 2018, respectively. As of September 30, 2019, the interest rate applicable to borrowings under the Term Loan was 8.83%.

The New Loan Agreement contains customary representations and warranties and customary affirmative and negative covenants applicable to us and includes customary events of default, including but not limited to the nonpayment of principal or interest, violations of covenants and material adverse changes. Upon an event of default, the Lenders may, among other things, accelerate the loans and foreclose on the collateral. Our obligations under the New Loan Agreement are secured by substantially all our current and future assets, other than our intellectual property. If the Term Loan becomes subject to mandatory prepayment under these provisions, we are subject to certain prepayment premiums of 3.00% in the first year, 2.00% in the second year and 1.00% in the third year and thereafter. We determined that these contingent prepayment provisions were an embedded component that qualified as a derivative which should be bifurcated from the Term Loan and accounted for separately from the host contract. As of September 30, 2019, the fair value of this embedded derivative was immaterial.

Future minimum payments under the New Loan Agreement are (in thousands):

Years ending December 31:		
2019 remainder	$	1,004
2020		4,038
2021		18,411
2022		17,068
Thereafter		20,312
Future minimum payments		60,833
Less: Interest and final payment		(15,833)
Notes payable, gross	$	45,000

Note 9 — Liability Related to Sale of Future Royalties

In February 2017, we entered into a Royalty Purchase Agreement (the "Royalty Agreement"), under which we sold a portion of our right to receive royalties on potential net sales of omecamtiv mecarbil (and potentially other compounds with the same mechanism of action) under the Amgen Agreement to RPI for a payment of $90.0 million (the "Royalty Monetization"). The Royalty Monetization is non-refundable, even if omecamtiv mecarbil is never commercialized.

We recognized $5.3 million and $4.6 million in non-cash interest expense in the three months ended September 30, 2019 and 2018, respectively, and $15.2 million and $13.0 million in non-cash interest expense in the nine months ended September 30, 2019 and 2018, respectively, related to the Royalty Agreement.

Note 10 — Stockholders' Equity

Committed Equity Offering

In 2019, we and Cantor Fitzgerald & Co. entered into a Committed Equity Offering^{SM} Sales Agreement (the "Cantor Agreement"), pursuant to which we could issue and sell shares of common stock, and concurrently we filed a prospectus supplement pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act") related to our registration statement on Form S-3 (File No. 333-215147) providing for the offer and sale of up to $85.0 million in total of our common stock, as of September 30, 2019, pursuant to the Cantor Agreement. The issuance and sale of shares pursuant to the Cantor Agreement are deemed an "at-the-market" offering and are registered under the Securities Act. During the first nine months of 2019, we issued 3,984,849 shares for net proceeds of $36.2 million under the Cantor Agreement.

Warrants

During the second quarter of 2019, in connection with the Term Loan agreement further described in Note 8, we issued a warrant with an exercise price of $9.76 per share to purchase 23,065 shares of our common stock. The warrant was fully exercisable and expires in May 2029. The $0.2 million fair value of the warrant related to the new Term Loan was recorded as a debt discount and is being amortized to interest expense over the term of the debt, in addition to the remaining unamortized discounts related to the Original Loan. As of September 30, 2019, we had outstanding warrants issued pursuant to the Original and New Loan Agreement with a weighted average exercise price of $7.25 per share to purchase 165,424 shares of our common stock.

Note 11 — Commitments and Contingencies

In the ordinary course of business, we may provide indemnifications of varying scope and terms to vendors, lessors, business partners and other parties with respect to certain matters, including, but not limited to, losses arising out of our breach of such

agreements, services to be provided by or on behalf of us, or from intellectual property infringement claims made by third parties. In addition, we have indemnification agreements with our directors and certain of our officers and employees that will require us, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service as directors, officers or employees. We maintain director and officer insurance, which may cover certain liabilities arising from our obligation to indemnify our directors and certain of our officers and employees, and former officers and directors in certain circumstances. We maintain product liability insurance and comprehensive general liability insurance, which may cover certain liabilities arising from our indemnification obligations. It is not possible to determine the maximum potential amount of exposure under these indemnification obligations due to the limited history of prior indemnification claims and the unique facts and circumstances involved in each particular indemnification obligation. Such indemnification obligations may not be subject to maximum loss clauses. We are not currently aware of any matters that could have a material adverse effect on our financial position, results of operations or cash flows.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This discussion and analysis should be read in conjunction with our financial statements and accompanying notes included elsewhere in this report. Operating results are not necessarily indicative of results that may occur in future periods.

This report contains forward-looking statements indicating expectations about future performance and other forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Private Securities Litigation Reform Act of 1995, that involve risks and uncertainties. We intend that such statements be protected by the safe harbor created thereby. Forward-looking statements involve risks and uncertainties and our actual results and the timing of events may differ significantly from the results discussed in the forward-looking statements. Examples of such forward-looking statements include, but are not limited to, statements about or relating to:

- guidance concerning revenues, research and development expenses and general and administrative expenses for 2019;
- the sufficiency of existing resources to fund our operations for at least the next 12 months;
- our capital requirements and needs for additional financing;
- the initiation, design, conduct, enrollment, progress, timing and scope of clinical trials and development activities for our drug candidates conducted by ourselves or our partners, Amgen Inc. ("Amgen") and Astellas Pharma Inc. ("Astellas"), including the anticipated timing for initiation of clinical trials, anticipated rates of enrollment for clinical trials and anticipated timing of results becoming available or being announced from clinical trials;
- the results from the clinical trials, the non-clinical studies and chemistry, manufacturing, and controls ("CMC") activities of our drug candidates and other compounds, and the significance and utility of such results;
- anticipated interactions with regulatory authorities;
- the suspended development of tirasemtiv, our first-generation fast skeletal muscle troponin activator, for the potential treatment of amyotrophic lateral sclerosis ("ALS");
- our and our partners' plans or ability to conduct the continued research and development of our drug candidates and other compounds;
- the advancement of omecamtiv mecarbil in Phase 3 clinical development;
- our expected roles in research, development or commercialization under our strategic alliances with Amgen and Astellas;
- the properties and potential benefits of, and the potential market opportunities for, our drug candidates and other compounds, including the potential indications for which they may be developed;
- the sufficiency of the clinical trials conducted with our drug candidates to demonstrate that they are safe and efficacious;
- our receipt of milestone payments, royalties, reimbursements and other funds from current or future partners under strategic alliances, such as with Amgen or Astellas;
- our ability to continue to identify additional potential drug candidates that may be suitable for clinical development;
- market acceptance of our drugs;
- changes in third party healthcare coverage and reimbursement policies;
- our plans or ability to commercialize drugs, with or without a partner, including our intention to develop sales and marketing capabilities;
- the focus, scope and size of our research and development activities and programs;
- the utility of our focus on the biology of muscle function, and our ability to leverage our experience in muscle contractility to other muscle functions;
- our ability to protect our intellectual property and to avoid infringing the intellectual property rights of others;
- future payments and other obligations under loan and lease agreements;
- potential competitors and competitive products;
- retaining key personnel and recruiting additional key personnel; and
- the potential impact of recent accounting pronouncements on our financial position or results of operations.

Such forward-looking statements involve risks and uncertainties, including, but not limited to:

- Amgen's decisions with respect to the timing, design and conduct of research and development activities for omecamtiv mecarbil and related compounds, including decisions to postpone or discontinue research or development activities relating to omecamtiv mecarbil and related compounds;
- Astellas' decisions with respect to the timing, design and conduct of research and development activities for reldesemtiv and other skeletal muscle activators, including our ability to reach agreement with Astellas regarding the continued development of reldesemtiv and other skeletal muscle activators, as well as Astellas' decisions with respect to its option to enter into a global collaboration for the development and commercialization of tirasemtiv;
- our ability to enter into strategic partnership agreements for any of our programs on acceptable terms and conditions or in accordance with our planned timelines;
- our ability to obtain additional financing on acceptable terms, if at all;
- our receipt of funds and access to other resources under our current or future strategic alliances, in the development, testing, manufacturing or commercialization of our drug candidates or slower than anticipated patient enrollment, in our or partners' clinical trials, or in the manufacture and supply of clinical trial materials;
- failure by our contract research organizations, contract manufacturing organizations and other vendors to properly fulfill their obligations or otherwise perform as expected;
- results from non-clinical studies that may adversely impact the timing or the further development of our drug candidates and other compounds;
- the possibility that the U.S. Food and Drug Administration (the "FDA") or foreign regulatory agencies may delay or limit our or our partners' ability to conduct clinical trials or may delay or withhold approvals for the manufacture and sale of our products;
- changing standards of care and the introduction of products by competitors or alternative therapies for the treatment of indications we target that may limit the commercial potential of our drug candidates;
- difficulties or delays in achieving market access and reimbursement for our drug candidates and the potential impacts of health care reform;
- changes in laws and regulations applicable to drug development, commercialization or reimbursement;
- the uncertainty of protection for our intellectual property, whether in the form of patents, trade secrets or otherwise;
- potential infringement or misuse by us of the intellectual property rights of third parties;
- activities and decisions of, and market conditions affecting, current and future strategic partners;
- accrual information provided by and performance of our contract research organizations ("CROs"), contract manufacturing organizations ("CMOs"), and other vendors;
- potential ownership changes under Internal Revenue Code Section 382; and
- the timeliness and accuracy of information filed with the U.S. Securities and Exchange Commission (the "SEC") by third parties.

In addition, such statements are subject to the risks and uncertainties discussed in the "Risk Factors" section and elsewhere in this document. Such statements speak only as of the date on which they are made, and, except as required by law, we undertake no obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events. New factors emerge from time to time, and it is not possible for us to predict which factors will arise. In addition, we cannot assess the impact of each factor on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

Item 1. *Business*

When used in this report, unless otherwise indicated, "Cytokinetics," "Company," "we," "our" and "us" refers to Cytokinetics, Incorporated. CYTOKINETICS, and our logo used alone and with the mark CYTOKINETICS, are registered service marks and trademarks of Cytokinetics. Other service marks, trademarks and trade names referred to in this report are the property of their respective owners.

Overview

We are a late-stage biopharmaceutical company focused on discovering, developing and commercializing first-in-class muscle activators and next-in-class muscle inhibitors as potential treatments for debilitating diseases in which muscle performance is compromised and/or declining. We have discovered and are developing muscle-directed investigational medicines that may potentially improve the health span of people with devastating cardiovascular and neuromuscular diseases of impaired muscle function. Our research and development activities relating to the biology of muscle function have evolved from our knowledge and expertise regarding the cytoskeleton, a complex biological infrastructure that plays a fundamental role within every human cell. As a leader in muscle biology and the mechanics of muscle performance, we are developing small molecule drug candidates specifically engineered to impact muscle function and contractility.

Our drug candidates currently in clinical development are: omecamtiv mecarbil, a novel cardiac myosin activator which we are developing for the potential treatment of heart failure, reldesemtiv, a novel fast skeletal muscle troponin activator ("FSTA") which we are developing for the potential treatment of amyotrophic lateral sclerosis ("ALS") and spinal muscular atrophy ("SMA"), CK-3773274 ("CK-274"), a novel cardiac myosin inhibitor, which we are developing for the potential treatment of hypertrophic cardiomyopathy ("HCM") and AMG 594, a novel cardiac troponin activator which is the subject of a Phase 1 clinical study.

Omecamtiv mecarbil is being evaluated for the potential treatment of heart failure under a strategic alliance established in 2006 with Amgen to discover, develop, and commercialize novel small molecule therapeutics designed to activate cardiac muscle contractility pursuant to the collaboration and option agreement dated December 29, 2006, as amended (the "Amgen Agreement"). Amgen, in collaboration with Cytokinetics, is conducting GALACTIC-HF (**G**lobal **A**pproach to **L**owering **A**dverse **C**ardiac Outcomes **T**hrough **I**mproving **C**ontractility in **H**eart Failure), a Phase 3 cardiovascular outcomes clinical trial of omecamtiv mecarbil in heart failure. In collaboration with Amgen, we are conducting METEORIC-HF, a second Phase 3 clinical trial intended to evaluate its potential to increase exercise performance.

AMG 594 was discovered under our joint research program with Amgen. In collaboration with Cytokinetics, Amgen is conducting a randomized, placebo-controlled, double-blind, single and multiple ascending dose, single-center Phase 1 study to assess the safety and tolerability, pharmacokinetics and pharmacodynamics of AMG 594 in healthy subjects.

Reldesemtiv selectively activates the fast skeletal muscle troponin complex in the sarcomere by increasing its sensitivity to calcium, leading to an increase in skeletal muscle contractility. Under the Amended and Restated License and Collaboration Agreement dated December 22, 2014, as amended (the "Astellas Agreement"). Astellas holds an exclusive license to develop and commercialize reldesemtiv worldwide, subject to our development and commercialization participation rights. We are currently in discussions with Astellas regarding amending the terms of our collaboration agreement, which for reldesemtiv may lead to a change in such development and commercialization rights.

In collaboration with Astellas, we conducted a Phase 2 clinical trial of reldesemtiv in patients with SMA and a Phase 2 clinical trial of reldesemtiv in patients with ALS, called FORTITUDE-ALS (**F**unctional **O**utcomes in a **R**andomized **T**rial of **I**nvestigational **T**reatment with CK-2127107 to **U**nderstand **D**ecline in **E**ndpoints – in **ALS**). Astellas, in collaboration with us, conducted a Phase 2 clinical trial of reldesemtiv in patients with chronic obstructive pulmonary disease ("COPD") and a Phase 1b clinical trial of reldesemtiv in elderly subjects with limited mobility.

CK-274 is a novel, oral, small molecule cardiac myosin inhibitor that we discovered independent of our collaborations. CK-274 arose from an extensive chemical optimization program conducted with attention to therapeutic index and pharmacokinetic properties that may translate into next-in-class potential in clinical development. CK-274 was designed to reduce the hypercontractility that is associated with HCM. In preclinical models, CK-274 reduces myocardial contractility by binding directly to cardiac myosin at a distinct and selective allosteric binding site, thereby preventing myosin from entering a force producing state. CK-274 reduces the number of active actin-myosin cross bridges during each cardiac cycle and consequently reduces myocardial contractility. This mechanism of action may be therapeutically effective in conditions characterized by excessive hypercontractility, such as HCM. We completed a Phase 1 study which met its primary and secondary objectives to assess the safety and tolerability of single and multiple oral doses of CK-274, describe the pharmacokinetics of CK-274 and its pharmacodynamic effects as measured by echocardiography, as well as to characterize the PK/PD relationship with regards to cardiac function. These data support the advancement of CK-274 into a Phase 2 clinical trial in patients with obstructive hypertrophic cardiomyopathy (HCM) which is expected to begin in Q4 2019.

Our research continues to drive innovation and leadership in muscle biology. All of our drug candidates have arisen from our cytoskeletal research activities. Our focus on the biology of the cytoskeleton distinguishes us from other biopharmaceutical companies, and potentially positions us to discover and develop novel therapeutics that may be useful for the treatment of severe diseases and medical conditions. Each of our drug candidates has a novel mechanism of action compared to currently marketed drugs, which we believe validates our focus on the cytoskeleton as a productive area for drug discovery and development. We intend to

leverage our experience in muscle contractility to expand our current pipeline and expect to identify additional potential drug candidates that may be suitable for clinical development.

Research and Development Programs

Our long-standing interest in the cytoskeleton has led us to focus our research and development activities on the biology of muscle function and, in particular, small molecule modulation of muscle contractility. We believe that our expertise in the modulation of muscle contractility is an important differentiator for us. Our preclinical and clinical experience in muscle contractility may position us to discover and develop additional novel therapies that have the potential to improve the health of patients with severe and debilitating diseases or medical conditions.

Small molecules that affect muscle contractility may have several applications for a variety of serious diseases and medical conditions. For example, heart failure is a disease often characterized by impaired cardiac muscle contractility which may be treated by modulating the contractility of cardiac muscle. Similarly, certain diseases and medical conditions associated with muscle weakness may be amenable to treatment by enhancing the contractility of skeletal muscle. Because the modulation of the contractility of different types of muscle, such as cardiac and skeletal muscle, may be relevant to multiple diseases or medical conditions, we believe we can leverage our expertise in these areas to more efficiently discover and develop potential drug candidates that modulate the applicable muscle type for multiple indications.

We segment our research and development activities related to muscle contractility by our cardiac muscle contractility program and our skeletal muscle contractility program. We also conduct research and development on novel treatments for disorders involving muscle function beyond muscle contractility.

Cardiac Muscle Program

Our cardiac muscle contractility program is focused on the cardiac sarcomere, the basic unit of muscle contraction in the heart. The cardiac sarcomere is a highly ordered cytoskeletal structure composed of cardiac myosin, actin and a set of regulatory proteins. Cardiac myosin is the cytoskeletal motor protein in the cardiac muscle cell. It is directly responsible for converting chemical energy into the mechanical force, resulting in cardiac muscle contraction. Our most advanced cardiac program is based on the hypothesis that activators of cardiac myosin may address certain adverse properties of existing positive inotropic agents. Current positive inotropic agents, such as beta-adrenergic receptor agonists or inhibitors of phosphodiesterase activity, increase the concentration of intracellular calcium, thereby increasing cardiac sarcomere contractility. The effect on calcium levels, however, also has been linked to potentially life-threatening side effects. In contrast, our novel cardiac myosin activators work by a mechanism that directly stimulates the activity of the cardiac myosin motor protein, without increasing the intracellular calcium concentration. They accelerate the rate-limiting step of the myosin enzymatic cycle and shift it in favor of the force-producing state. Rather than increasing the velocity of cardiac contraction, this mechanism instead lengthens the systolic ejection time, which results in increased cardiac function in a potentially more oxygen-efficient manner.

Our earlier stage cardiac program is based on the hypothesis that inhibitors of hyperdynamic contraction and obstruction of left ventricular blood flow may counteract the pathologic effects of mutations in the sarcomere that lead to hypertrophic cardiomyopathies. A targeted oral therapy addressing this disease etiology may improve symptoms, exercise capacity and potentially slow disease progression.

Amgen Strategic Alliance

Our strategic alliance with Amgen to discover, develop, and commercialize novel small molecule therapeutics designed to activate cardiac muscle, including omecamtiv mecarbil, for the potential treatment of heart failure is governed by the Amgen Agreement. Amgen has exclusive, worldwide rights to develop and commercialize omecamtiv mecarbil and related compounds subject to our specified development and commercial participation rights. Amgen has also entered an alliance with Les Laboratoires Servier and Institut de Recherches Internationales (“Servier”) for exclusive commercialization rights for omecamtiv mecarbil in Europe as well as the Commonwealth of Independent States (“CIS”), including Russia; Servier contributes funding for development and provides strategic support to the program.

Under the Amgen Agreement we are eligible for potential additional pre-commercialization and commercialization milestone payments of over $600.0 million in the aggregate on omecamtiv mecarbil and other potential products arising from research under the collaboration, and royalties that escalate based on increasing levels of annual net sales of products commercialized under the agreement.

The Amgen Agreement provided for us to receive increased royalties by co-funding the Phase 3 development program for omecamtiv mecarbil and other drug candidates under the collaboration. We fully exercised the Co-Invest Option and co-invested $40.0 million in the Phase 3 development program of omecamtiv mecarbil in exchange for a total incremental royalty from Amgen of up to 4% on increasing worldwide sales of omecamtiv mecarbil outside Japan and the right to co-promote omecamtiv mecarbil in institutional care settings in North America, with reimbursement by Amgen for certain sales force activities. A joint commercial operating team comprising representatives of Cytokinetics and Amgen will be responsible for the day-to-day management of the commercialization program of omecamtiv mecarbil.

Amgen generally has discretion to elect whether to pursue or abandon the development of omecamtiv mecarbil and may terminate our strategic alliance for any reason upon six months' prior notice. With our consent, Amgen granted Servier an option to commercialize omecamtiv mecarbil in Europe and the CIS, including Russia, which Servier decided to exercise. In August 2016, we entered into a letter agreement with Amgen and Servier, which provides that if Amgen's rights to omecamtiv mecarbil are terminated with respect to the territory subject to Servier's sublicense, the sublicensed rights previously granted by Amgen to Servier with respect to omecamtiv mecarbil, will remain in effect and become a direct license or sublicense of such rights by us to Servier, on substantially the same terms as those in the Option, License and Collaboration Agreement between Amgen and Servier.

Omecamtiv mecarbil

Our lead drug candidate from our cardiac contractility program is omecamtiv mecarbil, a novel cardiac myosin activator. We expect omecamtiv mecarbil to be developed as a potential treatment across the continuum of care in heart failure both for use in the hospital setting and for use in the outpatient setting. Omecamtiv mecarbil is the subject of a Phase 3 development program in patients with heart failure with reduced ejection fraction under our strategic alliance with Amgen.

Omecamtiv mecarbil: Clinical Development

GALACTIC-HF: GALACTIC-HF is a Phase 3 cardiovascular outcomes clinical trial of omecamtiv mecarbil which is being conducted by Amgen, in collaboration with Cytokinetics. The primary objective of this double-blind, randomized, placebo-controlled multicenter clinical trial is to determine if treatment with omecamtiv mecarbil when added to standard of care is superior to standard of care plus placebo in reducing the risk of cardiovascular death or heart failure events in patients with high risk chronic heart failure and reduced ejection fraction. GALACTIC-HF is being conducted under a Special Protocol Assessment ("SPA") with the FDA. GALACTIC-HF enrolled over 8,200 symptomatic chronic heart failure patients with reduced ejection fraction in over 900 sites in 35 countries who were either currently hospitalized for a primary reason of heart failure or had had a hospitalization or admission to an emergency room for heart failure within one year prior to screening. Patients are randomized to either placebo or omecamtiv mecarbil with dose titration up to a maximum dose of 50 mg twice daily based on the plasma concentration of omecamtiv mecarbil after initiation of drug therapy. The primary endpoint is a composite of time to cardiovascular death or first heart failure event, whichever occurs first, with heart failure event defined as hospitalization, emergency room visit, or urgent unscheduled clinic visit for heart failure. Secondary endpoints include time to cardiovascular death; patient reported outcomes as measured by the Kansas City Cardiomyopathy Questionnaire Total Symptom Score; time to first heart failure hospitalization; and time to all-cause death.

In March 2019, we, Amgen and Servier announced that the Data Monitoring Committee ("DMC") for GALACTIC-HF recently completed the first planned interim analysis, which included consideration of pre-specified criteria for futility. The DMC reviewed data from GALACTIC-HF and recommended that GALACTIC-HF continue without changes to its conduct. The futility analysis was triggered once a pre-specified number of cardiovascular deaths had occurred in GALACTIC-HF as stipulated by the trial's protocol. The futility analysis allowed the potential for stopping GALACTIC-HF early had the interim analysis shown a low likelihood of the trial demonstrating a clinically meaningful and statistically significant benefit on the primary endpoint in patients receiving omecamtiv mecarbil, plus standard of care, compared to patients receiving placebo plus standard of care.

In July 2019, we announced the completion of patient enrollment in GALACTIC-HF, with patient enrollment of approximately 40% in United States and Canada, Western Europe, South Africa, and Australasia; 33% in Eastern Europe and Russia; 19% in Latin America and 8% in Asia. Approximately 25% of patients in GALACTIC-HF were hospitalized at the time of randomization.

METEORIC-HF: In collaboration with Amgen, we are conducting METEORIC-HF, a second Phase 3 clinical trial intended to evaluate its potential to increase exercise performance. Patients are being randomized in a 2:1 fashion to omecamtiv mecarbil, which will be started at 25 mg twice daily and titrated to 25, 37.5 or 50 mg twice daily based on the same PK-guided dosing regimen as is used in GALACTIC-HF, or to placebo. METEORIC-HF is planned to enroll approximately 270 symptomatic chronic heart failure patients in nine countries. The primary endpoint of METEORIC-HF is change in peak oxygen uptake on Cardio-Pulmonary Exercise Testing ("CPET") from baseline to Week 20. Secondary endpoints include change in total workload during CPET from baseline to Week 20, change in ventilatory efficiency during CPET from baseline to Week 20 and change in the average daily activity units measured over 2 weeks from baseline to Week 18-20.

AMG 594

AMG 594 is a novel, selective, oral, small molecule cardiac troponin activator which was discovered under our joint research program with Amgen. In preclinical models, AMG 594 increases myocardial contractility by binding to cardiac troponin through an allosteric mechanism that sensitizes the cardiac sarcomere to calcium, facilitating more actin-myosin cross bridge formation during each cardiac cycle thereby resulting in increased myocardial contractility. Similar to cardiac myosin activation, preclinical research has shown that cardiac troponin activation does not change the calcium transient of cardiac myocytes.

AMG 594: Clinical Development

In collaboration with Cytokinetics, Amgen is conducting a randomized, placebo-controlled, double-blind, single and multiple ascending dose, single-center Phase 1 study to assess the safety and tolerability, pharmacokinetics and pharmacodynamics of AMG 594 in healthy subjects. The study design includes several single ascending dose cohorts and three multiple ascending dose cohorts, with eight healthy subjects per cohort.

CK-274

CK-274 is a novel, oral, small molecule cardiac myosin inhibitor that our company scientists discovered independent of our collaborations. CK-274 arose from an extensive chemical optimization program conducted with attention to therapeutic index and pharmacokinetic properties that may translate into next-in-class potential in clinical development. CK-274 was purposely designed to reduce the hypercontractility that is associated with HCM. In preclinical models, CK-274 reduces myocardial contractility by binding directly to cardiac myosin at a distinct and selective allosteric binding site, thereby preventing myosin from entering a force producing state. CK-274 reduces the number of active actin-myosin cross bridges during each cardiac cycle and consequently reduces myocardial contractility. This mechanism of action may be therapeutically effective in conditions characterized by excessive hypercontractility, such as HCM. The preclinical pharmacokinetics of CK-274 were characterized evaluated and optimized for potential rapid onset, ease of titration and rapid symptom relief in the clinical setting. The initial focus of the development program for CK-274 will include an extensive characterization of its PK/PD relationship as has been a hallmark of Cytokinetics' industry-leading development programs in muscle pharmacology. The overall development program will assess the potential of CK-274 to improve exercise capacity and relieve symptoms in patients with hyperdynamic ventricular contraction due to HCM.

CK-274: Clinical Development

We conducted a Phase 1 double-blind, randomized, placebo-controlled, multi-part, single and multiple ascending dose clinical trial of CK-274 to assess the safety and tolerability, pharmacokinetics and pharmacodynamics of CK-274 in healthy subjects. In September 2019 we presented data from the Phase 1 study of CK-274 at the HFSA 23rd Annual Scientific Meeting in Philadelphia. The study met its primary and secondary objectives to assess the safety and tolerability of single and multiple oral doses of CK-274, describe the pharmacokinetics (PK) of CK-274 and its pharmacodynamic effects (PD) as measured by echocardiography, as well as to characterize the PK/PD relationship with regards to cardiac function. These data support the advancement of CK-274 into a Phase 2 clinical trial in patients with obstructive HCM which is expected to begin in Q4 2019. We have continued protocol development, feasibility assessments, regulatory interactions and other readiness activities for a Phase 2 clinical trial of CK-274, which we expect to begin in the fourth quarter of this year.

Skeletal Muscle Contractility Program

Our skeletal muscle contractility program is focused on the activation of the skeletal sarcomere, the basic unit of skeletal muscle contraction. The skeletal sarcomere is a highly ordered cytoskeletal structure composed of skeletal muscle myosin, actin, and a set of regulatory proteins, which include the troponins and tropomyosin. This program leverages our expertise developed in our ongoing discovery and development of cardiac sarcomere activators, including the cardiac myosin activator, omecamtiv mecarbil.

We believe that our skeletal sarcomere activators may lead to new therapeutic options for diseases and medical conditions associated with neuromuscular dysfunction and potentially also conditions associated with aging and muscle weakness and wasting. The clinical effects of muscle weakness and wasting, fatigue and loss of mobility can range from decreased quality of life to, in some instances, life-threatening complications. By directly improving skeletal muscle function, a small molecule activator of the skeletal sarcomere potentially could enhance functional performance and quality of life in patients suffering from diseases or medical conditions associated with skeletal muscle weakness or wasting, such as ALS, SMA, COPD or sarcopenia (general frailty associated with aging).

Astellas Strategic Alliance

Our strategic alliance with Astellas to advance novel therapies for diseases and medical conditions associated with muscle impairment and weakness is governed by the Astellas Agreement. We initially exclusively licensed to Astellas rights to co-develop and potentially co-commercialize reldesemtiv and other FSTAs in non-neuromuscular indications and to develop and commercialize other novel mechanism skeletal muscle activators in all indications, subject to certain Cytokinetics' development and commercialization rights. Subsequently, we and Astellas expanded the strategic alliance to include certain neuromuscular indications, including SMA, for reldesemtiv and other FSTAs and to advance reldesemtiv into Phase 2 clinical development, initially in SMA. In 2016, we and Astellas further expanded the strategic alliance to include the development of reldesemtiv for the potential treatment of ALS, as well as the possible development in ALS of other FSTAs previously licensed by us to Astellas, and granted Astellas an option for a global collaboration for the development and commercialization of our first-generation FSTA, tirasemtiv (the "Option on Tirasemtiv").

The strategic alliance with Astellas includes a joint research program focused on the discovery of additional next-generation skeletal muscle activators, including sponsored research at Cytokinetics. This research program has been extended through 2019.

We have options to conduct early-stage development for certain agreed indications at our initial expense, subject to reimbursement if development continues under the strategic alliance; to co-promote collaboration products containing FSTAs for neuromuscular indications in the U.S., Canada and Europe; and to co-promote the other collaboration products in the U.S. and Canada. Astellas will reimburse us for certain expenses associated with our co-promotion activities.

Astellas has been primarily responsible for the development of reldesemtiv in ALS, but we conducted FORTITUDE-ALS and previously agreed to share in the operational responsibility for subsequent clinical trials. While we and Astellas have agreed in principle to revise the terms of our collaboration with respect to FSTAs, including reldesemtiv and CK-3762601 ("CK-601"), and are in negotiations to do so (as described under "*Proposed Amendments to Astellas Collaboration*" below), under our agreement as it currently stands subject to specified guiding principles, decision making has been by consensus, subject to escalation and, if necessary, Astellas' final decision-making authority on the development (including regulatory affairs), manufacturing, medical affairs and commercialization of reldesemtiv and other FSTAs in ALS. In addition, under the current agreement, we and Astellas had agreed to share equally the costs of developing reldesemtiv in ALS for potential registration and marketing authorization in the U.S. and Europe, provided that (i) Astellas agreed to solely fund Phase 2 development costs of reldesemtiv in ALS subject to a right to recoup our share of such costs plus a 100% premium on such amounts by reducing future milestone and royalty payments to us and (ii) we may defer (but not eliminate) a portion of our co-funding obligation for development activities after Phase 2 for up to 18 months, subject to certain conditions.

Under the current terms of the Astellas Agreement, based on the achievement of pre-specified criteria, we are eligible to receive milestone payments relating to the development and commercial launch of collaboration products. We may also receive payments for achievement of pre-specified sales milestones related to net sales of all collaboration products.

Currently under the Astellas Agreement, if Astellas were to commercialize any collaboration products, we would receive royalties on sales of such collaboration products. In addition to the foregoing development, commercial launch and sales milestones, we may also receive payments for the achievement of pre-specified milestones relating to the joint research program.

Astellas currently has general discretion to elect whether to pursue or abandon the development of reldesemtiv and other collaboration products, in whole or in part. Astellas may terminate our strategic alliance in whole or in part for any reason upon six months' prior notice at any time following expiration of the strategic alliance's research term, which is currently set to expire on December 31, 2019.

Proposed Amendments to Astellas Collaboration

Cytokinetics and Astellas have agreed in principle to revise the terms of the collaboration to provide that Cytokinetics will obtain exclusive control over the development and commercialization of FSTAs, including reldesemtiv and CK-601. Astellas's future financial support for FSTAs would consist of paying a portion of our third party Phase 3 development costs for reldesemtiv in ALS. Astellas would also provide certain non-cash contributions to Cytokinetics, including the transfer of current inventory of the active pharmaceutical ingredient for reldesemtiv and the continued conduct of ongoing stability studies. In return, Astellas would receive low- to mid-single digit royalties on potential sales of reldesemtiv in North America and Europe and a low single digit royalty on CK-601. Under these revised terms, Cytokinetics would have exclusive commercialization rights to FSTAs and would account for all potential sales but would no longer receive milestone or royalty payments from Astellas. We and Astellas also have an agreement in

principle to extend the research term of the collaboration and sponsored research at Cytokinetics through December 31, 2020, with the objective of identifying a potential development candidate among novel-mechanism skeletal muscle activators other than FSTAs.

We expect to enter into definitive agreements with Astellas on these terms, but until we do so, the Astellas Agreement remains in effect in accordance with its current terms, the agreement in principle remains non-binding, and there can be no assurance we will enter into definitive agreements with Astellas regarding any revised terms.

Reldesemtiv

Reldesemtiv selectively activates the fast skeletal muscle troponin complex in the sarcomere by increasing its sensitivity to calcium, leading to an increase in skeletal muscle contractility. Reldesemtiv has demonstrated pharmacological activity in preclinical models and evidence of potentially clinically relevant pharmacodynamic effects in humans. In July 2019, we announced that the European Medicines Agency ("EMA") has granted orphan medicinal product designation to reldesemtiv for the potential treatment of SMA. The FDA previously granted reldesemtiv orphan drug designation for the potential treatment of SMA in 2017.

Reldesemtiv: Clinical Development

SMA: In June 2018, we announced data at the 2018 Annual Cure SMA Conference in Dallas from a hypothesis-generating, Phase 2 double-blind, randomized, placebo-controlled clinical study in patients with SMA which was designed to determine potential pharmacodynamic effects of a suspension formulation of reldesemtiv following 8 weeks of oral dosing in each of two cohorts of 36 patients with Type II, Type III, or Type IV disease. Secondary objectives were to evaluate the safety, tolerability and pharmacokinetics of reldesemtiv. The study showed statistically significant concentration-dependent increases in changes from baseline in Six Minute Walk Distance ("6MWD"), a sub-maximal exercise test of aerobic capacity and endurance. The study also showed statistically significant increases for Maximal Expiratory Pressure ("MEP"), a measure of strength of respiratory muscles. Other assessments, including the Hammersmith Functional Motor Score - Extended, Revised Upper Limb Module, Timed Up-and-Go, Forced Vital Capacity, and the SMA Health Index ("SMA-HI"), a patient reported outcome measure ("PROM") developed to comply with FDA standards for PROMs, did not demonstrate differences between reldesemtiv versus placebo. Adverse events were similar between groups receiving reldesemtiv and placebo.

Additional results presented at the 2018 Muscle Study Group Scientific Meeting in Oxford, U.K. showed sustained increases in 6MWD and MEP four weeks after discontinuation of study drug (i.e., follow-up). A post-hoc analysis also showed that changes from baseline in the 6MWD at 450 mg twice daily were significantly correlated with changes from baseline on certain domains of the SMA-HI intended to reflect improved endurance, especially Fatigue and Activity Participation. Decreases in SMA-HI scores reflect reduced disease burden as measured by that PROM, suggesting that as 6MWD increased, disease burden assessed by that domain of the SMA-HI was reduced.

In January 2019, we announced that we received feedback from the FDA that the 6MWD is an acceptable primary efficacy endpoint for a potential registration program for reldesemtiv in patients with SMA who have maintained ambulatory function. The FDA also recommended adding a global function scale as a secondary endpoint.

In June 2019, we announced that data from two preclinical studies of reldesemtiv were presented at the 2019 Annual Cure SMA Conference in Anaheim, CA, showing that the addition of reldesemtiv to treatment with SMN upregulators (nusinersen and SMN-C1, an analogue to risdiplam) significantly increased muscle force in a mouse model of SMA. We were granted European Orphan Designation for reldesemtiv for the potential treatment of SMA by the EMA.

ALS: In collaboration with Astellas, we conducted FORTITUDE-ALS. This trial enrolled 458 eligible ALS patients who were randomized (1:1:1:1) to receive either 150 mg, 300 mg or 450 mg of reldesemtiv or placebo dosed orally twice daily for 12 weeks. The primary efficacy endpoint of FORTITUDE-ALS was the change from baseline in the percent predicted slow vital capacity ("SVC") at 12 weeks. Secondary endpoints included slope of the change from baseline in the mega-score of muscle strength measured by hand held dynamometry and handgrip dynamometry in patients on reldesemtiv; change from baseline in the ALS Functional Rating Scale – Revised ("ALSFRS-R"); incidence and severity of treatment-emergent adverse events; and plasma concentrations of reldesemtiv at the sampled time points during the study. Exploratory endpoints measured included the effect of reldesemtiv versus placebo on self-assessments of respiratory function made at home by the patient with help as needed by the caregiver; disease progression through quantitative measurement of speech production characteristics over time; disease progression through quantitative measurement of handwriting abilities over time; and the change from baseline in quality of life (as measured by the ALS Assessment Questionnaire-5) in patients on reldesemtiv.

In May 2019, we announced that results of FORTITUDE-ALS were presented at the American Academy of Neurology Annual Meeting in Philadelphia. FORTITUDE-ALS did not achieve statistical significance for a pre-specified dose-response relationship in

its primary endpoint of change from baseline in SVC after 12 weeks of dosing (p=0.11). Similar analyses of ALSFRS-R and slope of the Muscle Strength Mega-Score yielded p-values of 0.09 and 0.31, respectively. However, patients on all dose groups of reldesemtiv declined numerically less than patients on placebo for SVC and ALSFRS-R, with larger differences emerging over time.

While the dose-response analyses for the primary and secondary endpoints did not achieve statistical significance at the level of 0.05, in a post-hoc analysis pooling the doses together, patients who received reldesemtiv in FORTITUDE-ALS declined less than patients who received placebo. The trial showed numerical effects favoring reldesemtiv across dose levels and timepoints with clinically meaningful magnitudes of effect observed at 12 weeks for the primary and secondary endpoints. The differences between reldesemtiv and placebo in SVC and ALSFRS-R total score observed after 12 weeks of treatment were still evident at follow-up, four weeks after the last dose of study drug.

The incidence of early treatment discontinuations, serious adverse events and clinical adverse events in FORTITUDE-ALS were similar between placebo and active treatment arms. The most common clinical adverse effects in the trial included fatigue, nausea and headache. The leading cause for early termination from FORTITUDE-ALS for patients who received placebo was progressive disease; the leading cause for early termination for patients who received reldesemtiv was a decline in cystatin C based estimated glomerular filtration rate ("eGFR"), a measure of renal function. Elevations in transaminases and declines in cystatin C eGFR were dose-related.

We presented a post-hoc analyses from FORTITUDE-ALS (Functional Outcomes in a Randomized Trial of Investigational Treatment with CK-2127107 to Understand Decline in Endpoints – in ALS), at the 2019 Northeast Amyotrophic Lateral Sclerosis (NEALS) Meeting in Clearwater Beach, FL. The analyses demonstrated that, in the combined middle and faster progressing tertiles of patients, the decline in the ALSFRS-R total score from baseline to week 12 in patients who received any dose of reldesemtiv was significantly smaller than the decline on placebo, while no significant difference between reldesemtiv and placebo was observed in slower progressing patients.

We held regulatory interactions and conducted feasibility and other planning activities in preparation for the potential advancement of reldesemtiv to a Phase 3 trial in patients in ALS in 2020.

COPD: Astellas, in collaboration with Cytokinetics, conducted a Phase 2 clinical trial of reldesemtiv in patients with COPD designed to assess the effect of reldesemtiv on physical function in patients with COPD. In October 2018, we announced that this trial did not meet the primary endpoint and did not demonstrate a statistically significant treatment difference in any of the secondary endpoints. Adverse events were similar between groups receiving *reldesemtiv* and placebo.

Frailty: Astellas, in collaboration with Cytokinetics, conducted a Phase 1b clinical trial of reldesemtiv in elderly subjects with limited mobility. In October 2018, we announced that an interim analysis of this study had been conducted, the Independent Data Monitoring Committee for this trial determined that the pre-defined criteria for lack of efficacy of reldesemtiv had been met and Astellas had notified investigators to halt further enrollment in the trial.

The clinical trials program for reldesemtiv may proceed for several years, and we may not generate any revenues or material net cash flows from sales of this drug candidate until the program is successfully completed, regulatory approval is achieved, and the drug is commercialized. We cannot predict if or when this may occur.

Our expenditures will increase if Astellas terminates development of reldesemtiv or related compounds and we elect to develop them independently, or if we conduct early-stage development for certain agreed indications at our initial expense, subject to reimbursement if development continues under the collaboration.

CK-601

In October 2018, we announced that we and Astellas are advancing CK-601, a next-generation FSTA, into IND-enabling studies, which triggered a $2.0 million milestone payment from Astellas to us. CK-601 was designed in a joint research program conducted by the companies' scientists to have different pharmacokinetics and physicochemical properties than *reldesemtiv* which may inform its development for the treatment of diseases and conditions associated with both neuromuscular and non-neuromuscular etiology and pathogenesis.

Ongoing Research in Skeletal Muscle Activators

Our research program with Astellas has been extended through 2019 and we and Astellas have agreed in principle to extend the research program through 2020. Currently our research on the direct activation of skeletal muscle continues in two areas. We are

conducting translational research in preclinical models of disease and muscle function with FSTAs to explore the potential clinical applications of this novel mechanism in diseases or conditions associated with skeletal muscle dysfunction. We also are conducting preclinical research on other chemically and pharmacologically distinct mechanisms to activate the skeletal sarcomere, which we have agreed in principle to be the focus for our continued joint research program with Astellas in 2020.

Beyond Muscle Contractility

We developed preclinical expertise in the mechanics of skeletal, cardiac and smooth muscle that extends from proteins to tissues to intact animal models. Our translational research in muscle contractility has enabled us to better understand the potential impact of small molecule compounds that increase skeletal or cardiac muscle contractility and to apply those findings to the further evaluation of our drug candidates in clinical populations. In addition to contractility, other major functions of muscle play a role in certain diseases that could benefit from novel mechanism treatments. Accordingly, our knowledge of muscle contractility may serve as an entry point to the discovery of novel treatments for disorders involving muscle functions other than muscle contractility. We are leveraging our current understandings of muscle biology to investigate new ways of modulating these other aspects of muscle function for other potential therapeutic applications.

Critical Accounting Policies and Significant Estimates

The accounting policies that we consider to be our most critical (i.e., those that are most important to the portrayal of our financial condition and results of operations and that require our most difficult, subjective or complex judgments), the effects of those accounting policies applied and the judgments made in their application are summarized in "*Item 7 — Management's Discussion and Analysis of Financial Condition and Results of Operations — Critical Accounting Policies and Significant Estimates"* in our Annual Report on Form 10-K for the fiscal year ended December 31, 2018. See Note 1 in the Notes to Unaudited Condensed Consolidated Financial Statements for changes to our critical accounting policies since then.

Our discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities and expenses and related disclosure of contingent assets and liabilities. We review our estimates on an ongoing basis. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions.

Recent Accounting Pronouncements

See Note 1, "Recent Accounting Pronouncements" in the Notes to Unaudited Condensed Consolidated Financial Statements for a discussion of recently adopted accounting pronouncements and accounting pronouncements not yet adopted, and their expected impact on our financial position and results of operations.

Results of Operations

Revenues

Revenues for the third quarter and first nine months of 2019 and 2018 were as follows (in thousands):

	Three Months Ended			Nine Months Ended		
	September 30, 2019	September 30, 2018	Increase (Decrease)	September 30, 2019	September 30, 2018	Increase (Decrease)
Research and development revenues	$ 6,055	$ 8,726	$ (2,671)	$ 21,656	$ 16,991	$ 4,665
License revenues	—	1,915	(1,915)	—	5,133	(5,133)
Total revenues	$ 6,055	$ 10,641	$ (4,586)	$ 21,656	$ 22,124	$ (468)

Revenue for the third quarter and first nine months of 2019 consisted of revenues from our collaborations with Astellas and Amgen, including research and development revenue of $2.5 million and $11.2 million respectively, from Astellas and $3.5 million and $10.5 million, respectively, from Amgen. Revenues for the third quarter and first nine months of 2018 consisted of license revenues from our collaboration with Astellas.

Research and Development Expenses

Research and development expenses for the third quarter and first nine months of 2019 and 2018 were as follows (in thousands):

	Three Months Ended			Nine Months Ended		
	September 30, 2019	September 30, 2018	Increase (Decrease)	September 30, 2019	September 30, 2018	Increase (Decrease)
Cardiac muscle contractility	$ 12,331	$ 7,050	$ 5,281	$ 35,154	$ 13,870	$ 21,284
Skeletal muscle contractility	787	9,660	(8,873)	14,569	39,699	(25,130)
All other research programs	7,111	4,681	2,430	18,068	12,289	5,779
Total research and development expenses	$ 20,229	$ 21,391	$ (1,162)	$ 67,791	$ 65,858	$ 1,933

Research and development expenses for the third quarter and first nine months of 2019 decreased by $1.2 million to $20.2 million and increased by $1.9 million to $67.8 million, respectively, from $21.4 million and $65.9 million for the third quarter and first nine months of 2018, respectively. The changes were primarily due to clinical activities for our cardiac myosin inhibitor program and Phase 3 development for omecamtiv mecarbil for the potential treatment of heart failure, offset in part by reduced spending for reldesemtiv as well as for tirasemtiv, following suspension of development of tirasemtiv in late 2017.

Under our strategic alliance with Astellas, we may continue to develop reldesemtiv to treat ALS and SMA. Cytokinetics and Astellas have agreed in principle to revise the terms of the collaboration to provide that Cytokinetics will obtain exclusive control over the development and commercialization of FSTAs, including reldesemtiv and CK-601, which would lead to a reduction in the level of funding from Astellas and an associated increase in the share of commercial returns to Cytokinetics. We expect to enter into definitive agreements with Astellas on these terms, but until we do so, the Astellas Agreement remains in effect in accordance with its current terms, the agreement in principle remains non-binding, and there can be no assurance we will enter into definitive agreements with Astellas regarding any revised terms. Under our strategic alliance with Amgen, we expect to continue the Phase 3 development of omecamtiv mecarbil for the potential treatment of heart failure. We expect to continue the development of CK-274 to assess the potential of CK-274 to improve exercise capacity and relieve symptoms in patients with hyperdynamic ventricular contraction due to HCM.

Clinical development timelines, the likelihood of success and total completion costs vary significantly for each drug candidate and are difficult to estimate. We anticipate that we will determine on an ongoing basis which research and development programs to pursue and how much funding to direct to each program, taking into account the scientific and clinical success of each drug candidate. The lengthy process of seeking regulatory approvals and subsequent compliance with applicable regulations requires the expenditure of substantial resources. Any failure by us to obtain and maintain, or any delay in obtaining, regulatory approvals could cause our research and development expenditures to increase and, in turn, could have a material adverse effect on our results of operations.

General and Administrative Expenses

General and administrative expenses for the third quarter and first nine months of 2019 increased to $9.8 million and $29.0 million from $7.2 million and $23.7 million for the third quarter and first nine months of 2018, respectively, primarily due to an increase in outside legal counsel and personnel related costs including stock-based compensation.

We expect that general and administrative expenses will fluctuate in the future, depending in part on the timing of and investments in commercial readiness.

Interest expense

Interest expense for the third quarter and first nine months of 2019 and 2018 consisted primarily of interest expense related to the Loan and Security Agreements, dated May 17, 2019 (“Term Loan”) and dated October 19, 2015 and amended on October 27, 2017 (“Original Loan Agreement”), respectively, by and among the Company, Oxford Finance LLC and Silicon Valley Bank. Interest expense increased in 2019 compared to 2018 primarily due to the debt modification, including higher average loan balances and additional discounts in 2019 compared to 2018.

Non-cash interest expense on liability related to sale of future royalties

Non-cash interest expense related to liability related to sale of future royalties for the third quarter and first nine months of 2019 and 2018 resulted from accretion of the liability related to the sale of future royalties. We anticipate that this non-cash interest expense will increase in the future primarily due to accretion of the liability over time.

Interest and Other Income, net

Interest and other income, net for the third quarter and first nine months of 2019 and 2018 primarily consisted of interest income generated from our cash, cash equivalents and investments.

Liquidity and Capital Resources

Our cash, cash equivalents and marketable securities and a summary of our borrowings and working capital is summarized as follows:

	September 30, 2019
Financial assets:	
Cash and cash equivalents	$ 39,634
Short-term investments	126,405
Long-term investments	—
Total cash, cash equivalents and marketable securities	$ 166,039
Borrowings:	
Current portions of long-term debt	$ —
Long-term debt	44,762
Total borrowings	$ 44,762
Working capital:	
Current assets	$ 176,535
Current liabilities	21,517
Working capital	$ 155,018

Sources and Uses of Cash

From inception, we funded our operations through the sale of equity securities, non-equity payments from collaborators, a royalty monetization agreement, long-term debt, capital equipment financings, grants and interest income. We have generated significant operating losses since our inception. Our expenditures are primarily related to research and development activities. Based on current plans, we believe that our existing cash, cash equivalents and investments will be sufficient to fund our cash requirements for at least the next 12 months.

Net cash used in operating activities of $71.9 million in the first nine months of 2019 was largely due to ongoing research and development activities, and general and administrative expenses to support those activities. Net loss for the first nine months of 2019 included, among other items: non-cash stock based compensation and non-cash interest expense related to sale of future royalties.

Net cash provided by investing activities of $30.6 million in the first nine months of 2019 was primarily due to proceeds from the sales and maturity of investments exceeding purchases of investments.

Net cash provided by financing activities of $38.7 million in the first nine months of 2019 was primarily due to proceeds from public offerings of common stock, partially offset by cash used for issuance of equity for stock-based awards, net of shares withheld for taxes.

Off-Balance Sheet Arrangements

We are not party to any off-balance sheet arrangements that have, or are reasonably likely to have, a material current or future effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our exposure to market risk has not changed materially since our disclosures in Item 7A, "Quantitative and Qualitative Disclosures About Market Risk" in our Annual Report on Form 10-K for the year ended December 31, 2018.

ITEM 4. CONTROLS AND PROCEDURES

(a) Evaluation of disclosure controls and procedures

As of December 31, 2018, we identified a material weakness related to the ineffective review and verification of internally prepared reports and analyses utilized in the financial closing process. The material weakness related to employee turnover resulting in a temporary lack of resources in financial reporting roles with the appropriate skills to perform effective review during our financial statement close process. This material weakness did not result in the restatement of prior quarterly or annually filed financial statements.

Our management (with the participation of our Chief Executive Officer and our Chief Financial Officer) has reviewed our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of September 30, 2019, our internal disclosure controls and procedures were ineffective as noted below.

(b) Changes in internal control over financial reporting

To remediate the material weakness described above, during the first nine months of 2019, we hired additional staff within the accounting department and will, as necessary, supplement any further staffing needs with temporary resources. We also continue to evaluate and improve our internal controls, processes and procedures in the financial statement closing process. However, the material weakness will not be considered remediated until the applicable remedial controls operate for a sufficient period of time and management has concluded, through testing, that the controls are operating effectively.

We substantially completed the implementation of our new Enterprise Resource Planning ("ERP") system during the quarter ended September 30, 2019. The implementation of that ERP system is expected to, among other things, improve user access security and automate a number of accounting, back office and reporting processes and activities, thereby decreasing the amount of manual processes previously required. Except for the implementation of the new ERP system, there was no change in our internal control over financial reporting that occurred during the period ended September 30, 2019, that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

(c) Limitations on the effectiveness of controls

A control system, no matter how well-conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the controls are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, if any, within a company have been detected. Accordingly, our disclosure controls and procedures are designed to provide reasonable, not absolute, assurance that the objectives of our disclosure control system are met.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

None

ITEM 1A. RISK FACTORS

In evaluating our business, you should carefully consider the following risks in addition to the other information in this report. Any of the following risks could materially and adversely affect our business, results of operations, financial condition or your investment in our securities, and many are beyond our control. The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties not presently known to us, or that we currently see as immaterial, may also adversely affect our business.

Risks Related to Our Business

We have a history of significant losses and may not achieve or sustain profitability and, as a result, you may lose part or all of your investment.

We have generally incurred operating losses in each year since our inception in 1997, due to costs incurred in connection with our research and development activities and general and administrative costs associated with our operations. Our drug candidates are all in early through late-stage clinical testing, and we and our partners must conduct significant additional clinical trials before we and our partners can seek the regulatory approvals necessary to begin commercial sales of our drugs. We expect to incur increasing losses for at least several more years, as we continue our research activities and conduct development of, and seek regulatory approvals for, our drug candidates, and commercialize any approved drugs. If our drug candidates fail or do not gain regulatory approval, or if our drugs do not achieve market acceptance, we will not be profitable. If we fail to become and remain profitable, or if we are unable to fund our continuing losses, you could lose part or all of your investment.

We will need substantial additional capital in the future to sufficiently fund our operations.

We have consumed substantial amounts of capital to date, and our operating expenditures will increase over the next several years if we expand our research and development activities. We have funded our operations and capital expenditures with proceeds primarily from private and public sales of our equity securities, a royalty monetization agreement, strategic alliances, long-term debt, other financings, interest on investments and grants. We believe that our existing cash and cash equivalents, short-term investments and interest earned on investments should be sufficient to meet our projected operating requirements for at least the next 12 months. We have based this estimate on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we currently expect. Because of the numerous risks and uncertainties associated with the development of our drug candidates and other research and development activities, including risks and uncertainties that could impact the rate of progress of our development activities, we are unable to estimate with certainty the amounts of capital outlays and operating expenditures associated with these activities.

For the foreseeable future, our operations will require significant additional funding, in large part due to our research and development expenses and the absence of any revenues from product sales. For example, we will require significant additional funding to enable us to conduct further development of our product candidates. Until we can generate a sufficient amount of product revenue, we expect to raise future capital through strategic alliance and licensing arrangements, public or private equity offerings and debt financings. We do not currently have any commitments for future funding other than reimbursements, milestone and royalty payments that we may receive under our collaboration agreements with Amgen and Astellas. We may not receive any further funds under those agreements. Our ability to raise funds may be adversely impacted by current economic conditions. As a result of these and other factors, we do not know whether additional financing will be available when needed, or that, if available, such financing would be on terms favorable to our stockholders or us.

To the extent that we raise additional funds through strategic alliances or licensing or other arrangements with third parties, we will likely have to relinquish valuable rights to our technologies, research programs or drug candidates, or grant licenses on terms that may not be favorable to us. To the extent that we raise additional funds by issuing equity securities, our stockholders will experience additional dilution and our share price may decline. To the extent that we raise additional funds through debt financing, the financing may involve covenants that restrict our business activities. In addition, funding from any of these sources, if needed, may not be available to us on favorable terms, or at all, or in accordance with our planned timelines.

If we cannot raise the funds we need to operate our business, we will need to delay or discontinue certain research and development activities, and our stock price may be negatively affected.

We are obligated to develop and maintain proper and effective internal control over financial reporting. In February 2019, our management identified a material weakness in our internal control over financial reporting. If we are unable to remediate the material weakness or other control deficiencies are identified, we may not be able to report our financial results accurately, prevent fraud or file our periodic reports in a timely manner, which may adversely affect investor confidence in our company and, as a result, the value of our common stock.

We are required, pursuant to Section 404 of the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting.

Complying with Section 404 requires a rigorous compliance program as well as adequate time and resources. We may not be able to complete our internal control evaluation, testing and any required remediation in a timely fashion. Additionally, if we identify one or more material weaknesses in our internal control over financial reporting, we will not be able to assert that our internal controls are effective. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the Company's annual or interim financial statements will not be prevented or detected on a timely basis. On February 27, 2019, our management concluded that our internal controls over financial reporting were ineffective as of December 31, 2018 due to the identification of a material weakness. As of December 31, 2018, we identified a material weakness related to the ineffective review and verification of internally prepared reports and analyses utilized in our financial statement closing process. The material weakness related to employee turnover resulting in a temporary lack of resources in financial reporting roles with the appropriate skills to perform effective review during our financial statement close process. This material weakness did not result in the restatement of prior quarterly or annually filed financial statements. To remediate the material weakness described above, we have filled certain positions within the accounting department and will, as necessary, supplement any further staffing needs with temporary resources. We will also continue to evaluate and improve our internal controls, processes and procedures in the financial statement close process.

We also previously concluded that our internal controls over financial reporting were not effective as of September 30, 2016, because a material weakness existed in our internal control over financial reporting related to research and development expenses associated with the review of clinical trial expenses incurred under our clinical research organization trial agreements, including in part, our review of information received from third-party service providers that is used in the operation of this control. We remediated this material weakness as of December 31, 2016.

We cannot be certain that these measures will successfully remediate the material weakness identified in connection with the audit of our financial statements for the year ended December 31, 2018 and that other material weaknesses and control deficiencies will not be discovered in the future. If our efforts are not successful or other material weaknesses are identified in the future or we are not able to comply with the requirements of Section 404 in a timely manner, our reported financial results could be materially misstated, we would receive an adverse opinion regarding our internal controls over financial reporting from our independent registered public accounting firm, and we could be subject to investigations or sanctions by regulatory authorities, which would require additional financial and management resources, and the value of our common stock could decline. In addition, because we concluded that our internal controls over financial reporting were not effective as of December 31, 2018 and as of September 30, 2016, and to the extent we identify future weaknesses or deficiencies, there could be material misstatements in our consolidated financial statements and we could fail to meet our financial reporting obligations. As a result, our ability to obtain additional financing, or obtain additional financing on favorable terms, could be materially and adversely affected which, in turn, could materially and adversely affect our business, our financial condition and the value of our common stock. If we are unable to assert that our internal control over financial reporting is effective in the future, or if our independent registered public accounting firm is unable to express an opinion or expresses an adverse opinion on the effectiveness of our internal controls in the future, investor confidence in the accuracy and completeness of our financial reports could be further eroded, which would have a material adverse effect on the price of our common stock.

Covenants in our New Loan Agreement restrict our business and operations in many ways and if we do not effectively manage our covenants, our financial conditions and results of operations could be adversely affected. Our operations may not provide sufficient cash to meet the repayment obligations of our debt incurred under the New Loan Agreement.

The New Loan Agreement requires that we comply with certain covenants applicable to us, including among other things, covenants restricting dispositions, changes in business, management, ownership or business locations, mergers or acquisitions, indebtedness, encumbrances, distributions, investments, transactions with affiliates and subordinated debt, any of which could restrict our business and operations, particularly our ability to respond to changes in our business or to take specified actions to take advantage of certain business opportunities that may be presented to us. Our failure to comply with any of the covenants could result in a default under the New Loan Agreement, which could permit the lenders to declare all or part of any outstanding borrowings to be immediately due and payable.

If we are unable to repay those amounts, the Lenders could proceed against the collateral granted to them to secure that debt, which would seriously harm our business. In addition, should we be unable to comply with these covenants or if we default on any portion of our outstanding borrowings, the lenders can also impose a 5.0% penalty. In addition, the Term Loan has interest only payments through December 31, 2020. The interest only period may be extended upon the achievement of certain development milestones. If we do not achieve some or all of these development milestones, our liquidity and cash position may be harmed.

We have never generated, and may never generate, revenues from commercial sales of our drugs and we will not have drugs to market for at least several years, if ever.

We currently have no drugs for sale and we cannot guarantee that we will ever develop or obtain approval to market any drugs. To receive marketing approval for any drug candidate, we must demonstrate that the drug candidate satisfies rigorous standards of safety and efficacy to the FDA in the United States and other regulatory authorities abroad. We and our partners will need to conduct significant additional research and preclinical and clinical testing before we or our partners can file applications with the FDA or other regulatory authorities for approval of any of our drug candidates. In addition, to compete effectively, our drugs must be easy to use, cost-effective, covered by insurance or government sponsored medical plans, and economical to manufacture on a commercial scale, compared to other therapies available for the treatment of the same conditions. We may not achieve any of these objectives. Currently, our drug candidates in clinical development include omecamtiv mecarbil for the potential treatment of heart failure and reldesemtiv for the potential treatment of SMA, ALS and potentially other neuromuscular and non-neuromuscular indications associated with muscle weakness. We cannot be certain that the clinical development of our current or any future drug candidates will be successful, that they will receive the regulatory approvals required to commercialize them, that they will ultimately be accepted by prescribers or reimbursed by insurers or that any of our other research programs will yield a drug candidate suitable for clinical testing or commercialization. Our commercial revenues, if any, will be derived from sales of drugs that we do not expect to be commercially marketed for at least several years, if at all. The development of any one or all of these drug candidates may be discontinued at any stage of our clinical trials programs and we may not generate revenue from any of these drug candidates.

Clinical trials may fail to demonstrate the desired safety and efficacy of our drug candidates, which could prevent or significantly delay completion of clinical development and regulatory approval.

Prior to receiving approval to commercialize any of our drug candidates, we or our partners must adequately demonstrate to the satisfaction of FDA and foreign regulatory authorities that the drug candidate is sufficiently safe and effective with substantial evidence from well-controlled clinical trials. We or our partners will need to demonstrate efficacy in clinical trials for the treatment of specific indications and monitor safety throughout the clinical development process and following approval. None of our drug candidates have yet met the safety and efficacy standards required for regulatory approval for commercialization and they may never do so. In addition, for each of our preclinical compounds, we or our partners must adequately demonstrate satisfactory chemistry, formulation, quality, stability and toxicity in order to submit an IND to the FDA, or an equivalent application in foreign jurisdictions, that would allow us to advance that compound into clinical trials. Furthermore, we or our partners may need to submit separate INDs (or foreign equivalent) to different divisions within the FDA (or foreign regulatory authorities) in order to pursue clinical trials in different therapeutic areas. Each new IND (or foreign equivalent) must be reviewed by the new regulatory division before the clinical trial under its jurisdiction can proceed, entailing all the risks of delay inherent to regulatory review. If our or our partners' current or future preclinical studies or clinical trials are unsuccessful, our business will be significantly harmed and our stock price could be negatively affected.

All of our drug candidates are prone to the risks of failure inherent in drug development. Preclinical studies may not yield results that would adequately support the filing of an IND (or a foreign equivalent) with respect to our potential drug candidates. Even if the results of preclinical studies for a drug candidate are sufficient to support such a filing, the results of preclinical studies do not necessarily predict the results of clinical trials. As an example, because the physiology of animal species used in preclinical studies may vary substantially from other animal species and from humans, it may be difficult to assess with certainty whether a finding from a study in a particular animal species will result in similar findings in other animal species or in humans. For any of our drug candidates, the results from Phase 1 clinical trials in healthy volunteers and clinical results from Phase 1 and 2 trials in patients are not necessarily indicative of the results of later and larger clinical trials that are necessary to establish whether the drug candidate is safe and effective for the applicable indication. Likewise, interim results from a clinical trial may not be indicative of the final results from that trial, and results from early Phase 2 clinical trials may not be indicative of the results from later clinical trials. For example, early Phase 2 clinical trials of tirasemtiv in patients with ALS showed encouraging dose-related trends in measurements of the ALSFRS-R, a clinically validated instrument designed to measure disease progression and changes in functional status, for patients receiving tirasemtiv compared to those receiving placebo. However, BENEFIT-ALS, a Phase 2b clinical trial of tirasemtiv in patients with ALS, did not achieve its primary efficacy endpoint, the mean change from baseline in the ALSFRS-R for patients receiving tirasemtiv compared to those receiving placebo, and in November 2017, we announced that VITALITY-ALS did not achieve its primary endpoint or secondary endpoints. Following the results of VITALITY-ALS, we suspended development of tirasemtiv.

Moreover, the Phase 2 clinical trial of reldesemtiv in COPD and Phase 1b clinical trial of reldesemtiv in elderly subjects with limited mobility did not show efficacy, and there can be no assurance that reldesemtiv will demonstrate efficacy in other indications, regardless of the phase of development.

In addition, while the clinical trials of our drug candidates are designed based on the available relevant information, such information may not accurately predict what actually occurs during the course of the trial itself, which may have consequences for the conduct of an ongoing clinical trial or for the eventual results of that trial. For example, the number of patients planned to be enrolled in a placebo-controlled clinical trial is determined in part by estimates relating to expected treatment effect and variability about the primary endpoint. These estimates are based upon earlier non-clinical and clinical studies of the drug candidate itself and clinical trials of other drugs thought to have similar effects in a similar patient population. If information gained during the conduct of the trial shows these estimates to be inaccurate, we may elect to adjust the enrollment accordingly, which may cause delays in completing the trial, additional expense or a statistical penalty to apply to the evaluation of the trial results.

Furthermore, in view of the uncertainties inherent in drug development, such clinical trials may not be designed with focus on indications, patient populations, dosing regimens, endpoints, safety, efficacy or pharmacokinetic parameters or other variables that will provide the necessary safety or efficacy data to support regulatory approval to commercialize the resulting drugs. For example, we believe that effects on respiratory function, including SVC, may be appropriate as a clinical endpoint for reldesemtiv; however, regulatory authorities may not accept these effects as a clinical endpoint to support registration of reldesemtiv for the treatment of ALS. Clinical trials of our drug candidates are designed based on guidance or advice from regulatory agencies, which is subject to change during the development of the drug candidate at any time. Such a change in a regulatory agency's guidance or advice may cause that agency to deem results from trials to be insufficient to support approval of the drug candidate and require further clinical trials of that drug candidate to be conducted. In addition, individual patient responses to the dose administered of a drug may vary in a manner that is difficult to predict. Also, the methods we select to assess particular safety, efficacy or pharmacokinetic parameters may not yield the same statistical precision in estimating our drug candidates' effects as may other methodologies. Even if we believe the data collected from clinical trials of our drug candidates are promising, these data may not be sufficient to support approval by the FDA or foreign regulatory authorities. Non-clinical and clinical data can be interpreted in different ways. Accordingly, the FDA or foreign regulatory authorities could interpret these data in different ways from us or our partners, which could delay, limit or prevent regulatory approval.

Furthermore, while planned interim analyses in clinical trials can enable early terminations for futility or for overwhelming efficacy, the timing, which can be based on accrual of events, enrollment or other factors, and the results of such analyses, is unpredictable. For example, in GALACTIC-HF, a Phase 3 clinical trial of omecamtiv mecarbil, a second interim analysis for superiority and futility is planned to be conducted in the first quarter of 2020, but the exact timing and outcome of such interim analysis are uncertain. GALACTIC-HF is being conducted under an SPA agreement with FDA. However, even where the FDA agrees to the design, execution and analysis proposed in protocols reviewed under the SPA process, the FDA may revoke or alter its agreement in certain circumstances, and the FDA retains significant latitude and discretion in interpreting the terms of the SPA agreement and the data and results from any study that is subject to the SPA agreement. There is no guarantee that either the trial will be successful, or even if successful, that FDA would approve any resulting NDA.

Administering any of our drug candidates or potential drug candidates may produce undesirable side effects, also known as adverse events. Toxicities and adverse events observed in preclinical studies for some compounds in a particular research and development program may also occur in preclinical studies or clinical trials of other compounds from the same program. Potential toxicity issues may arise from the effects of the active pharmaceutical ingredient itself or from impurities or degradants that are present in the active pharmaceutical ingredient or could form over time in the formulated drug candidate or the active pharmaceutical ingredient. These toxicities or adverse events could delay or prevent the filing of an IND (or a foreign equivalent) with respect to our drug candidates or potential drug candidates or cause us, our partners or the FDA or foreign regulatory authorities to modify, suspend or terminate clinical trials with respect to any drug candidate at any time during the development program. Further, the administration of two or more drugs contemporaneously can lead to interactions between them, and our drug candidates may interact with other drugs that trial subjects are taking. If the adverse events are severe or frequent enough to outweigh the potential efficacy of a drug candidate, the FDA or other regulatory authorities could deny approval of that drug candidate for any or all targeted indications. Even if one or more of our drug candidates were approved for sale as drugs, the occurrence of even a limited number of adverse events or toxicities when used in large populations may cause the FDA or foreign regulatory authorities to impose restrictions on, or stop, the further marketing of those drugs. Indications of potential adverse events or toxicities which do not seem significant during the course of clinical trials may later turn out to actually constitute serious adverse events or toxicities when a drug is used in large populations or for extended periods of time.

We have observed certain adverse events in the clinical trials conducted with our drug candidates. For example, in clinical trials of omecamtiv mecarbil, adverse events of chest discomfort, palpitations, dizziness and feeling hot, increases in heart rate, declines in blood pressure, electrocardiographic changes consistent with acute myocardial ischemia and transient rises in the MB fraction of creatine kinase and cardiac troponins I and T, which are indicative of myocardial infarction were observed during treatment with omecamtiv mecarbil.

In addition, clinical trials of reldesemtiv and omecamtiv mecarbil enroll patients who typically suffer from serious diseases which put them at increased risk of death. These patients may die while receiving our drug candidates. In such circumstances, it may not be possible to exclude with certainty a causal relationship to our drug candidate, even though the responsible clinical investigator may view such an event as not study drug-related.

Any failure or significant delay in completing preclinical studies or clinical trials for our drug candidates, or in receiving and maintaining regulatory approval for the sale of any resulting drugs, may significantly harm our business and negatively affect our stock price.

The failure of a number of Phase 3 clinical trials evaluating other compounds as potential treatments for patients with ALS may suggest an increased risk that our clinical development program of reldesemtiv in patients with ALS will also fail.

In recent years, a number of Phase 3 clinical trials of potential treatments for ALS have failed to demonstrate the requisite efficacy for regulatory approval or for their continued development. These include our trial of tirasemtiv known as VITALITY-ALS, Biogen's trial of dexpramipexole, known as EMPOWER, the National Institute of Neurological Disorders and Stroke's trial of ceftriaxone, and Trophos SA's trial of olesoxime. Reldesemtiv, like these compounds, may fail in clinical development if it does not show a statistically significant level of clinical efficacy or if the adverse event profile is too great compared to its benefits. Further, even if we believe the data collected from the planned clinical development program of reldesemtiv are promising and should support approval, the FDA or other regulatory authorities may not deem these data to be sufficient to support approval.

Clinical trials are expensive, time-consuming and subject to delay.

Clinical trials are subject to rigorous regulatory requirements and are very expensive, difficult and time-consuming to design and implement. The length of time and number of trial sites and patients required for clinical trials vary substantially based on the type, complexity, novelty, intended use of the drug candidate and safety concerns. Clinical trials of our current drug candidates can

each continue for several more years. However, the clinical trials for all or any of our drug candidates may take significantly longer to complete. The commencement and completion of our or our partners' clinical trials could be delayed or prevented by many factors, including, but not limited to:

- delays in obtaining, or inability to obtain, regulatory or other approvals to commence and conduct clinical trials in the manner we or our partners deem necessary for the appropriate and timely development of our drug candidates and commercialization of any resulting drugs;
- delays in identifying and reaching agreement, or inability to identify and reach agreement, on acceptable terms, with prospective clinical trial sites and other entities involved in the conduct of our or our partners' clinical trials;
- delays or additional costs in developing, or inability to develop, appropriate formulations of our drug candidates for clinical trial use;
- slower than expected rates of patient recruitment and enrollment;
- for those drug candidates that are the subject of a strategic alliance, delays in reaching agreement with our partner as to appropriate development strategies;
- a regulatory authority may require changes to a protocol for a clinical trial that then may require approval from regulatory agencies in other jurisdictions where the trial is being conducted;
- an institutional review board ("IRB") or its foreign equivalent may require changes to a protocol that then require approval from regulatory agencies and other IRBs and their foreign equivalents, or regulatory authorities may require changes to a protocol that then require approval from the IRBs or their foreign equivalents;
- for clinical trials conducted in foreign countries, the time and resources required to identify, interpret and comply with foreign regulatory requirements or changes in those requirements, and political instability or natural disasters occurring in those countries;
- lack of effectiveness of our drug candidates during clinical trials;
- unforeseen safety issues;
- inadequate supply, or delays in the manufacture or supply, of clinical trial materials;
- uncertain dosing issues;
- failure by us, our partners, or clinical research organizations, investigators or site personnel engaged by us or our partners to comply with good clinical practices and other applicable laws and regulations, including those concerning informed consent;
- inability or unwillingness of investigators or their staffs to follow clinical protocols;
- failure by our clinical research organizations, clinical manufacturing organizations and other third parties supporting our or our partners' clinical trials to fulfill their obligations;
- inability to monitor patients adequately during or after treatment;
- introduction of new therapies or changes in standards of practice or regulatory guidance that render our drug candidates or their clinical trial endpoints obsolete; and
- results from non-clinical studies that may adversely impact the timing or further development of our drug candidates.

We do not know whether planned clinical trials will begin on time, or whether planned or currently ongoing clinical trials will need to be restructured or will be completed on schedule, if at all. Significant delays in clinical trials will impede our ability to commercialize our drug candidates and generate revenue and could significantly increase our development costs.

If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

The timely completion of clinical trials in accordance with their protocols depends, among other things, on our ability to enroll a sufficient number of patients who remain in the trial until its conclusion. We may experience difficulties in patient enrollment in clinical trials for a variety of reasons. The enrollment of patients depends on many factors, including:

- the patient eligibility criteria defined in the protocol;
- the size of the patient population required for analysis of the trial's primary endpoints;
- the proximity of patients to study sites;
- the design of the trial;
- the ability to recruit clinical trial investigators with the appropriate competencies and experience;
- clinicians' and patients' perceptions as to the potential advantages of the product candidate being studied in relation to other available therapies or clinical trials, including any new drugs that may be approved for the indications we are investigating or clinical trial results;
- the ability to obtain and maintain patient consents; and
- the risk that patients enrolled in clinical trials will drop out of the trials before completion.

In addition, our and our partners' clinical trials will compete with other clinical trials for product candidates that are in the same therapeutic areas as our and our partners' product candidates, and this competition will reduce the number and types of patients available to us, because some patients who might have opted to enroll in our or our partners' trials may instead opt to enroll in a trial being conducted by one of our competitors. Since the number of qualified clinical investigators is limited, we expect to conduct some of our or our partners' clinical trials at the same clinical trial sites that some of our competitors use, which will reduce the number of patients who are available for our clinical trials in such clinical trial site.

Delays in patient enrollment may result in increased costs or may affect the timing or outcome of the planned clinical trials, which could prevent completion of these trials and adversely affect our and our partners' ability to advance the development of product candidates.

We depend on Amgen for the conduct and funding of the development and commercialization of omecamtiv mecarbil.

Under our strategic alliance, Amgen holds an exclusive worldwide license to our drug candidate omecamtiv mecarbil. As a result, Amgen is responsible for the development and obtaining and maintaining regulatory approval of omecamtiv mecarbil for the potential treatment of heart failure worldwide.

Amgen is conducting GALACTIC-HF, a Phase 3 clinical trial of omecamtiv mecarbil. We do not control the development activities being conducted or that may be conducted in the future by Amgen, including, but not limited to, the timing of initiation, termination or completion of clinical trials, the analysis of data arising out of those clinical trials or the timing of release of data concerning those clinical trials, which may impact our ability to report on Amgen's results. Amgen may conduct these activities more slowly or in a different manner than we would if we controlled the development of omecamtiv mecarbil. Amgen is responsible for submitting future applications to the FDA and other regulatory authorities for approval of omecamtiv mecarbil and will be the owner of marketing approvals issued by the FDA and other regulatory authorities for omecamtiv mecarbil, subject to Servier's exclusive rights for the commercialization of omecamtiv mecarbil in Europe, as well as the CIS, including Russia. If the FDA or other regulatory authorities approve omecamtiv mecarbil, Amgen will also be responsible for the marketing and sale of the resulting drug, subject to our right to co-promote omecamtiv mecarbil in North America in connection with the exercise of our option to co-fund Phase 3 development costs of omecamtiv mecarbil under the collaboration and subject to Servier's exclusive rights for the commercialization of omecamtiv mecarbil in Europe, as well as the CIS, including Russia. However, we cannot control whether Amgen will devote sufficient attention and resources to the development of omecamtiv mecarbil or will proceed in an expeditious manner, even with our exercise of our option and co-funding of the Phase 3 development program of omecamtiv mecarbil. Even if the FDA or other regulatory agencies approve omecamtiv mecarbil, Amgen or Servier may elect not to proceed with the commercialization of the resulting drug in one or more countries.

Disputes may arise between us and Amgen, which may delay or cause the termination of any clinical trials of omecamtiv mecarbil, result in significant litigation or cause Amgen to act in a manner that is not in our best interest. The costs associated with the continuing development of omecamtiv mecarbil may cause Amgen to reconsider the terms of its investment and seek to amend or terminate our collaboration agreement or to suspend the development of omecamtiv mecarbil. If development of omecamtiv mecarbil does not progress for these or any other reasons, we would not receive further milestone payments or royalties on product sales from Amgen with respect to omecamtiv mecarbil. If the results of one or more clinical trials with omecamtiv mecarbil do not meet Amgen's expectations at any time, Amgen may elect to terminate further development of omecamtiv mecarbil or certain of the potential clinical trials for omecamtiv mecarbil, even if the actual number of patients treated at that time is relatively small. In addition, Amgen generally has discretion to elect whether to pursue or abandon the development of omecamtiv mecarbil and may terminate our strategic alliance for any reason upon six months prior notice. With our consent, Amgen granted Servier an option to commercialize omecamtiv mecarbil in Europe and the CIS, including Russia, which Servier decided to exercise. In August 2016, we entered into a letter agreement with Amgen and Servier, which provides that if Amgen's rights to omecamtiv mecarbil are terminated with respect to the territory subject to Servier's sublicense, the sublicensed rights previously granted by Amgen to Servier with respect to omecamtiv mecarbil will remain in effect and become a direct license or sublicense of such rights by us to Servier, on substantially the same terms as those in the Option, License and Collaboration Agreement between Amgen and Servier. If Amgen abandons omecamtiv mecarbil, it would result in a delay in or could prevent us from commercializing omecamtiv mecarbil and would delay and could prevent us from obtaining revenues for this drug candidate. In addition, we would be required to provide Servier with a direct license or sublicense and the rights to commercialize omecamtiv mecarbil in Europe and the CIS, including Russia, on terms that were not negotiated by us. There can be no assurance that we would be able to negotiate and enter into a definitive agreement with Servier on terms favorable or acceptable to us, or at all.

If Amgen abandons development of omecamtiv mecarbil prior to regulatory approval or if it elects not to proceed with commercialization of the resulting drug following regulatory approval, we would have to seek a new partner for development or commercialization, curtail or abandon that development or commercialization, or undertake and fund the development of omecamtiv mecarbil or commercialization of the resulting drug ourselves. If we seek a new partner but are unable to do so on acceptable terms, or at all, or do not have sufficient funds to conduct the development or commercialization of omecamtiv mecarbil ourselves, we would have to curtail or abandon that development or commercialization, which could harm our business.

We depend on Astellas for the conduct and funding of the development and commercialization of reldesemtiv.

The primary objective of our strategic alliance with Astellas is to advance skeletal muscle activators including reldesemtiv as novel therapies for indications associated with muscle weakness.

Astellas has an exclusive license to co-develop and commercialize reldesemtiv for potential application in certain neuromuscular and non-neuromuscular indications worldwide, subject to certain Cytokinetics' development and commercialization rights. Under this strategic alliance, we have conducted Phase 2 clinical trials of reldesemtiv in patients with SMA and ALS and Astellas has conducted a Phase 2 clinical trial of reldesemtiv in patients with COPD and a Phase 1b clinical trial of reldesemtiv in elderly subjects with limited mobility.

Astellas is currently primarily responsible for the development of reldesemtiv. We do not control the development activities that may be conducted by Astellas, including, but not limited to, the timing of initiation, termination or completion of clinical trials, the analysis of data arising out of those clinical trials or the timing of release of data concerning those clinical trials, which may impact our ability to report on Astellas' results. Astellas may conduct these activities more slowly or in a different manner than we would. In general, Astellas is responsible for submitting future applications to the FDA or other regulatory authorities for approval of reldesemtiv and will be the owner of any marketing approvals issued by the FDA or other regulatory authorities for reldesemtiv. If the FDA or other regulatory authorities approve reldesemtiv, Astellas will also be responsible for the marketing and sale of the resulting drug, subject to our right to co-promote the drug in the United States, Canada and, for neuromuscular indications, Europe. However, we cannot control whether Astellas will devote sufficient attention and resources to the development of reldesemtiv or will proceed in an expeditious manner. Even if the FDA or other regulatory agencies approve reldesemtiv, Astellas may elect not to proceed with the commercialization of the resulting drug in one or more countries.

If the results of one or more clinical trials with reldesemtiv, including the Phase 2 clinical trials of reldesemtiv in patients with ALS and SMA, do not meet Astellas' expectations at any time, Astellas may elect to terminate further development of reldesemtiv or certain of the potential clinical trials for reldesemtiv, even if the actual number of patients treated at that time is relatively small. In addition, Astellas generally has discretion to elect whether to pursue or abandon the development of reldesemtiv. Cytokinetics and Astellas have agreed in principle to revise the terms of the collaboration to provide that Cytokinetics will obtain exclusive control over the development and commercialization of FSTAs, including reldesemtiv and CK-601, which would lead to a reduction in the level of funding from Astellas and an associated increase in the share of commercial returns for Cytokinetics. Astellas may terminate our strategic alliance in whole or in part for any reason upon six months prior notice at any time following expiration of the strategic alliance's research term, which is currently set to expire on December 31, 2019 although we have an agreement in principle with Astellas to extend the research term through December 31, 2020. Disputes may arise between us and Astellas, which may delay or cause the termination of any clinical trials of reldesemtiv, result in significant litigation or cause Astellas to act in a manner that is not in our best interest. If development of reldesemtiv does not progress for these or any other reasons, we would not receive further milestone payments or royalties on product sales from Astellas with respect to reldesemtiv. If Astellas abandons development of reldesemtiv prior to regulatory approval or if it elects not to proceed with commercialization of the resulting drug following regulatory approval, we would have to seek a new partner for development or commercialization, curtail or abandon that development or commercialization, or undertake and fund the development of reldesemtiv or commercialization of the resulting drug ourselves. If we seek a new partner but are unable to do so on acceptable terms, or at all, or do not have sufficient funds to conduct the development or commercialization of reldesemtiv ourselves, we would have to curtail or abandon that development or commercialization, which could harm our business.

If we do not enter into strategic alliances for our unpartnered drug candidates or research and development programs or fail to successfully maintain our current or future strategic alliances, we may have to reduce, delay or discontinue our advancement of our drug candidates and programs or expand our research and development capabilities and increase our expenditures.

Drug development is complicated and expensive. We currently have limited financial and operational resources to carry out drug development. Our strategy for developing, manufacturing and commercializing our drug candidates currently requires us to enter into and successfully maintain strategic alliances with pharmaceutical companies or other industry participants to advance our programs and reduce our expenditures on each program. Accordingly, the success of our development activities depends in large part on our current and future strategic partners' performance, over which we have little or no control.

Our ability to commercialize drugs that we develop with our partners and that generate royalties from product sales depends on our partners' abilities to assist us in establishing the safety and efficacy of our drug candidates, obtaining and maintaining regulatory approvals and achieving market acceptance of the drugs once commercialized. Our partners may elect to delay or terminate development of one or more drug candidates, independently develop drugs that could compete with ours or fail to commit sufficient resources to the marketing and distribution of drugs developed through their strategic alliances with us. Our partners may not proceed with the development and commercialization of our drug candidates with the same degree of urgency as we would because of other

priorities they face. In addition, new business combinations or changes in a partner's business strategy may adversely affect its willingness or ability to carry out its obligations under a strategic alliance.

If we are not able to successfully maintain our existing strategic alliances or establish and successfully maintain additional strategic alliances, we will have to limit the size or scope of, or delay or discontinue, one or more of our drug development programs or research programs, or undertake and fund these programs ourselves. Alternatively, if we elect to continue to conduct any of these drug development programs or research programs on our own, we will need to expand our capability to conduct clinical development by bringing additional skills, technical expertise and resources into our organization. This would require significant additional funding, which may not be available to us on acceptable terms, or at all.

To the extent we elect to fund the development of a drug candidate, or the commercialization of a drug at our expense, we will need substantial additional funding.

The discovery, development and commercialization of new drugs is costly. As a result, to the extent we elect to fund the development of a drug candidate or the commercialization of a drug, we will need to raise additional capital to:

- fund clinical trials and seek regulatory approvals;
- expand our development capabilities;
- engage third-party manufacturers for such drug candidate or drug;
- build or access commercialization capabilities;
- implement additional internal systems and infrastructure;
- maintain, defend and expand the scope of our intellectual property; and
- hire and support additional management and scientific personnel.

Our future funding requirements will depend on many factors, including, but not limited to:

- the rate of progress and costs of our or our partners' clinical trials and other research and development activities;
- the costs and timing of seeking and obtaining regulatory approvals;
- the costs associated with establishing manufacturing and commercialization capabilities;
- the costs of filing, prosecuting, defending and enforcing any patent claims and other intellectual property rights;
- the costs of acquiring or investing in businesses, products and technologies;
- the effect of competing technological and market developments; and
- the status of, payment and other terms, and timing of any strategic alliance, licensing or other arrangements that we have entered into or may establish.

Until we can generate a sufficient amount of product revenue to finance our cash requirements, which we may never do, we expect to continue to finance our future cash needs primarily through strategic alliances and other financings. We cannot be certain that additional funding will be available on acceptable terms, or at all. If we are not able to secure additional funding when needed, we may have to delay, reduce the scope of or eliminate one or more of our clinical trials or research and development programs or future commercialization initiatives.

We depend on contract research organizations ("CROs") to conduct our clinical trials and have limited control over their performance. If these CROs do not successfully carry out their contractual duties or meet expected deadlines, or if we lose any of our CROs, we may not be able to obtain regulatory approval for or commercialize our product candidates on a timely basis, if at all.

We have used and intend to continue to use a limited number of CROs within and outside of the United States to conduct clinical trials of our drug candidates and related activities. We do not have control over many aspects of our CROs' activities, and cannot fully control the amount, timing or quality of resources that they devote to our programs. CROs may not assign as high a priority to our programs or pursue them as diligently as we would if we were undertaking these programs ourselves. The activities conducted by our CROs therefore may not be completed on schedule or in a satisfactory manner. CROs may also give higher priority to relationships with our competitors and potential competitors than to their relationships with us. Outside of the United States, we are particularly dependent on our CROs' expertise in communicating with clinical trial sites and regulatory authorities and ensuring that our clinical trials and related activities and regulatory filings comply with applicable laws.

Our CROs' failure to carry out development activities on our behalf as agreed and in accordance with our and the FDA's or other regulatory agencies' requirements and applicable U.S. and foreign laws, or our failure to properly coordinate and manage these activities, could increase the cost of our operations and delay or prevent the development, approval and commercialization of our drug candidates. For example, in June 2013, we learned from our data management vendor for BENEFIT-ALS that a programming error in the electronic data capture system controlling study drug assignment caused 58 patients initially randomized to and treated with tirasemtiv to receive placebo instead at a certain trial visit and for the remainder of the trial. In order to maintain the originally intended statistical power of the trial, we amended the protocol to permit enrollment of approximately 680 patients, or 180 patients in addition to the 500 patients allowed under the existing protocol. This protocol amendment resulted in additional costs and delays in conducting BENEFIT-ALS. Further, for the quarter ended September 30, 2016, we determined that there was an error in the accounting for the recognition of clinical research and development expenses related to the information received from one of our CROs, which resulted in a restatement of our clinical research and development expenses, related clinical accrual accounts and related financial disclosures as of and for the three and nine month periods ended September 30, 2016. In addition, if a CRO fails to perform as agreed, our ability to collect damages may be contractually limited. If we fail to effectively manage the CROs carrying out the development of our drug candidates or if our CROs fail to perform as agreed, the commercialization of our drug candidates will be delayed or prevented. In many cases, our CROs have the right to terminate their agreements with us in the event of an uncured material breach. Identifying, qualifying and managing performance of third-party service providers can be difficult, time consuming and cause delays in our development programs. In addition, there is a natural transition period when a new CRO commences work and the new CRO may not provide the same type or level of services as the original provider. If any of our relationships with our third-party CROs terminate, we may not be able to enter into arrangements with alternative CROs or to do so timely or on commercially reasonable terms.

We have no manufacturing capacity and depend on our strategic partners and contract manufacturers to produce our clinical trial materials, including our drug candidates, and anticipate continued reliance on contract manufacturers for the development and commercialization of our potential drugs.

We do not currently operate manufacturing facilities for clinical or commercial production of our drug candidates. We have limited experience in drug formulation and manufacturing, and we lack the resources and the capabilities to manufacture any of our drug candidates on a clinical or commercial scale. Amgen has assumed responsibility to conduct these activities for the ongoing development of omecamtiv mecarbil worldwide. Astellas has primary responsibility for the manufacturing for the ongoing development of reldesemtiv worldwide. If any partner were to terminate the development of any existing drug candidate, we would need to rely on contract manufacturers for future supply. For example, Cytokinetics and Astellas have agreed in principle to revise the terms of our collaboration to provide that Cytokinetics will obtain exclusive control over the development and commercialization of FSTAs, including reldesemtiv. If we were to assume such control, we would need to effect a transfer of the manufacturing to one or more contract manufacturers and would thereafter be solely responsible for manufacturing other than certain in-kind support and other manufacturing by Astellas. We expect to enter into definitive agreements with Astellas on these terms, but until we do so, the Astellas Agreement remains in effect in accordance with its current terms, the agreement in principle remains non-binding, and there can be no assurance we will enter into definitive agreements with Astellas regarding any revised terms. We expect to rely on contract manufacturers to supply all future drug candidates for which we conduct development, as well as other materials required to conduct our clinical trials. If any of our existing or future contract manufacturers fail to perform satisfactorily, it could delay development or regulatory approval of our drug candidates or commercialization of our drugs, producing additional losses and depriving us of potential product revenues. In addition, if a contract manufacturer fails to perform as agreed, our ability to collect damages may be contractually limited.

Our drug candidates require precise high-quality manufacturing. The failure to achieve and maintain high manufacturing standards, including failure to detect or control anticipated or unanticipated manufacturing errors or the frequent occurrence of such errors, could result in patient injury or death, discontinuance or delay of ongoing or planned clinical trials, delays or failures in product testing or delivery, cost overruns, product recalls or withdrawals and other problems that could seriously hurt our business. Contract drug manufacturers often encounter difficulties involving production yields, quality control and quality assurance and shortages of qualified personnel. These manufacturers are subject to stringent regulatory requirements, including the FDA's current good manufacturing practices regulations and similar foreign laws and standards. Each contract manufacturer must pass a pre-approval inspection before we can obtain marketing approval for any of our drug candidates and following approval will be subject to ongoing periodic unannounced inspections by the FDA, the U.S. Drug Enforcement Agency and other regulatory agencies, to ensure strict compliance with current good manufacturing practices and other applicable government regulations and corresponding foreign laws and standards. We seek to ensure that our contract manufacturers comply fully with all applicable regulations, laws and standards. However, we do not have control over our contract manufacturers' compliance with these regulations, laws and standards. If one of our contract manufacturers fails to pass its pre-approval inspection or maintain ongoing compliance at any time, the production of our drug candidates could be interrupted, resulting in delays or discontinuance of our clinical trials, additional costs and potentially lost revenues. In addition, failure of any third-party manufacturers or us to comply with applicable regulations, including pre- or post-approval inspections and the current good manufacturing practice requirements of the FDA or other comparable regulatory agencies, could result in sanctions being imposed on us. These sanctions could include fines, injunctions, civil penalties, failure of regulatory authorities to grant marketing approval of our products, delay, suspension or withdrawal of approvals, license revocation, product seizures or recalls, operational restrictions and criminal prosecutions, any of which could significantly and adversely affect our business.

In addition, our existing and future contract manufacturers may not perform as agreed or may not remain in the contract manufacturing business for the time required to successfully produce, store and distribute our drug candidates. If a natural disaster, business failure, strike or other difficulty occurs, we may be unable to replace these contract manufacturers in a timely or cost-effective manner and the production of our drug candidates would be interrupted, resulting in delays, loss of customers and additional costs.

Switching manufacturers or manufacturing sites would be difficult and time-consuming because the number of potential manufacturers is limited. In addition, before a drug from any replacement manufacturer or manufacturing site can be commercialized, the FDA and, in some cases, foreign regulatory agencies, must approve that site. These approvals would require regulatory testing and compliance inspections. A new manufacturer or manufacturing site also would have to be educated in, or develop substantially equivalent processes for, production of our drugs and drug candidates. It may be difficult or impossible to transfer certain elements of a manufacturing process to a new manufacturer or for us to find a replacement manufacturer on acceptable terms quickly, or at all, either of which would delay or prevent our ability to develop drug candidates and commercialize any resulting drugs.

We may not be able to successfully manufacture our drug candidates in sufficient quality and quantity, which would delay or prevent us from developing our drug candidates and commercializing resulting approved drugs, if any.

To date, our drug candidates have been manufactured in quantities adequate for preclinical studies and early through late-stage clinical trials. In order to conduct large scale clinical trials for a drug candidate and for commercialization of the resulting drug if that drug candidate is approved for sale, we will need to manufacture some drug candidates in larger quantities. We may not be able to successfully repeat or increase the manufacturing capacity for any of our drug candidates, whether in collaboration with third-party manufacturers or on our own, in a timely or cost-effective manner or at all. If a contract manufacturer makes improvements in the manufacturing process for our drug candidates, we may not own, or may have to share, the intellectual property rights to those improvements. Significant changes or scale-up of manufacturing may require additional validation studies, which are costly and which regulatory authorities must review and approve. In addition, quality issues may arise during those changes or scale-up activities because of the inherent properties of a drug candidate itself or of a drug candidate in combination with other components added during the manufacturing and packaging process, or during shipping and storage of the finished product or active pharmaceutical ingredients. If we are unable to successfully manufacture of any of our drug candidates in sufficient quality and quantity, the development of that drug candidate and regulatory approval or commercial launch for any resulting drugs may be delayed or there may be a shortage in supply, which could significantly harm our business. In addition, data demonstrating the stability of both drug substance and drug product, using the commercial manufacturing process and at commercial scale, are required for marketing applications. Failure to produce drug substance and drug products in a timely manner and obtain stability data could result in delay of submission of marketing applications.

The mechanisms of action of our drug candidates are unproven, and we do not know whether we will be able to develop any drug of commercial value.

We have discovered and develop drug candidates that have what we believe are novel mechanisms of action directed against cytoskeletal targets. Because no currently-approved drugs appear to operate via the same biochemical mechanisms as our compounds, we cannot be certain that our drug candidates will result in commercially viable drugs that safely and effectively treat the indications for which we intend to develop them. The results we have seen for our compounds in preclinical models may not translate into similar results in humans, and results of early clinical trials in humans may not be predictive of the results of larger clinical trials that may later be conducted with our drug candidates. Even if we are successful in developing and receiving regulatory approval for a drug candidate for the treatment of a particular disease, we cannot be certain that it will be accepted by prescribers or be reimbursed by insurers or that we will also be able to develop and receive regulatory approval for that or other drug candidates for the treatment of other diseases. If we or our partners are unable to successfully develop and commercialize our drug candidates, our business will be materially harmed.

Moreover, in the event any of our competitors were to develop their own drug candidates that have a similar mechanism of action to any of our drug candidates and compounds, any efficacy or safety concerns identified during the development of such similar drug candidates may have an adverse impact on the development of our own drug candidates. For example, if a competitors' drug candidate having a similar mechanism of action as any of our own drug candidates is shown in clinical trials to give rise to serious safety concerns or have poor efficacy when administered to the target patient population, the FDA or other regulatory bodies may subject our drug candidates to increased scrutiny, leading to additional delays in development and potentially decreasing the chance of ultimate approval of our own drug candidates.

Our success depends substantially upon our ability to obtain and maintain intellectual property protection relating to our drug candidates, compounds and research technologies.

We own, co-own or hold exclusive licenses to a number of U.S. and foreign patents and patent applications directed to our drug candidates, compounds and research technologies. Our success depends on our ability to obtain patent protection both in the United States and in other countries for our drug candidates, their methods of manufacture and use, and our technologies. Our ability to protect our drug candidates, compounds and technologies from unauthorized or infringing use by third parties depends substantially on our ability to obtain and enforce our patents. If our issued patents and patent applications, if granted, do not adequately describe, enable or otherwise provide coverage of our technologies and drug candidates, we or our licensees would not be able to exclude others from developing or commercializing these drug candidates. Furthermore, the degree of future protection of our proprietary rights is uncertain because legal means may not adequately protect our rights or permit us to gain or keep our competitive advantage. If we are unable to obtain and maintain sufficient intellectual property protection for our technologies and drug candidates, or if the scope of the intellectual property protection obtained is not sufficiently broad, our competitors could develop and commercialize drug candidates similar or identical to ours, and our ability to successfully commercialize product candidates that we may pursue may be impaired.

Obtaining and enforcing biopharmaceutical patents is costly, time consuming and complex, and we may not be able to file and prosecute all necessary or desirable patent applications, or maintain, enforce and license any patents that may issue from such patent applications, at a reasonable cost or in a timely manner. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. We may not have the right to control the preparation, filing and prosecution of patent applications, or to maintain the rights to patents licensed to third parties. Therefore, these patents and applications may not be prosecuted and enforced in a manner consistent with the best interests of our business.

Due to evolving legal standards relating to the patentability, validity and enforceability of patents covering pharmaceutical inventions and the claim scope of these patents, our ability to enforce our existing patents and to obtain and enforce patents that may issue from any pending or future patent applications is uncertain and involves complex legal, scientific and factual questions. The standards which the U.S. Patent and Trademark Office and its foreign counterparts use to grant patents are not always applied predictably or uniformly and are subject to change. To date, no consistent policy has emerged regarding the breadth of claims allowed in biotechnology and pharmaceutical patents. Thus, we cannot be sure that any patents will issue from any pending or future patent applications owned by, co-owned by or licensed to us. Even if patents do issue, we cannot be sure that the claims of these patents will be held valid or enforceable by a court of law, will provide us with any significant protection against competitive products, or will afford us a commercial advantage over competitive products. In particular:

- we or our licensors might not have been the first to make the inventions covered by each of our pending patent applications or issued patents;

- we or our licensors might not have been the first to file patent applications for the inventions covered by our pending patent applications or issued patents;
- others may independently develop similar or alternative technologies or duplicate any of our technologies without infringing our intellectual property rights;
- some or all of our or our licensors' pending patent applications may not result in issued patents or the claims that issue may be narrow in scope and not provide us with competitive advantages;
- our and our licensors' issued patents may not provide a basis for commercially viable drugs or therapies or may be challenged and invalidated by third parties;
- our or our licensors' patent applications or patents may be subject to interference, post-grant proceedings, derivation, reexamination, inter partes review, opposition or similar legal and administrative proceedings that may result in a reduction in their scope or their loss altogether;
- we may not develop additional proprietary technologies or drug candidates that are patentable; or
- the patents of others may prevent us or our partners from discovering, developing or commercializing our drug candidates.

We may not be able to protect our intellectual property rights throughout the world. Patent protection is afforded on a country-by-country basis. Filing, prosecuting and defending patents on our product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States can be less extensive than those in the United States. Many companies have encountered significant difficulties in protecting and defending intellectual property rights in foreign jurisdictions. Some of our development efforts are performed in countries outside of the United States through third-party contractors. We may not be able to effectively monitor and assess intellectual property developed by these contractors. We therefore may not be able to effectively protect this intellectual property and could lose potentially valuable intellectual property rights. In addition, the legal protection afforded to inventors and owners of intellectual property in countries outside of the United States may not be as protective of intellectual property rights as in the United States. Therefore, we may be unable to acquire and protect intellectual property developed by these contractors to the same extent as if these development activities were being conducted in the United States. If we encounter difficulties in protecting our intellectual property rights in foreign jurisdictions, our business prospects could be substantially harmed.

Patent terms may be inadequate to protect our competitive position on our technologies and drug candidates for an adequate amount of time. Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest U.S. non-provisional filing date. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering our technologies and drug candidates are obtained, once the patent life has expired, we may be open to competition from competitive products, including generics or biosimilars. Given the amount of time required for the development, testing and regulatory review of new drug candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our owned, co-owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours or our partners.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements. Periodic maintenance fees, renewal fees, annuity fees and various other governmental fees on patents and/or applications will be due to be paid to the USPTO and various governmental patent agencies outside of the United States in several stages over the lifetime of the patents and/or applications. Non-compliance could result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, our competitors might be able to enter the market and this circumstance would have a material adverse effect on our business.

We may be subject to claims challenging the inventorship or ownership of our patents and other intellectual property. We rely on intellectual property assignment agreements with our corporate partners, employees, consultants, scientific advisors and other collaborators to grant us ownership of new intellectual property that is developed. These agreements may not result in the effective assignment to us of that intellectual property. As a result, our ownership of key intellectual property could be compromised.

We or our licensors may be subject to claims that former employees, collaborators, consultants or other third parties have an interest in our owned, co-owned or in-licensed patents, trade secrets, or other intellectual property as an inventor or co-inventor. For example, we or our licensors may have inventorship disputes arise from conflicting obligations of employees, collaborators, consultants or others who are involved in developing our product candidates. Litigation may be necessary to defend against these and other claims challenging inventorship or our or our licensors' ownership of our owned, co-owned or in-licensed patents, trade secrets or other intellectual property. If we or our licensors fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, such as exclusive ownership of, or right to use, intellectual property that is important to our product candidates. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management and other employees. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

We are a party to license agreements and may need to obtain additional licenses from others to advance our research and development activities or allow the commercialization of our drug candidates and future drug candidates we may identify and pursue. If we fail to comply with our obligations in the agreements under which we license intellectual property rights from third parties or these agreements are terminated or we otherwise experience disruptions to our business relationships with our licensors, we could lose intellectual property rights that are important to our business. Our licensors might conclude that we have materially breached our obligations under such license agreements and might therefore terminate, or seek to terminate, the license agreements, thereby removing or limiting our ability to develop and commercialize products and technology covered by these license agreements. If our license agreements are terminated, we may be required to cease our development and commercialization of our product candidates. Any of the foregoing could have a material adverse effect on our competitive position, business, financial conditions, results of operations and prospects. Moreover, disputes may arise regarding intellectual property subject to a licensing agreement. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology, or increase what we believe to be our financial or other obligations under the agreement, either of which could have a material adverse effect on our business, financial condition, results of operations and prospects. Moreover, if disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on commercially acceptable terms, we may be unable to successfully develop and commercialize the affected product candidates. Any of the foregoing could have a material adverse effect on our competitive position, business, financial conditions, results of operations and prospects.

Changes in either the patent laws or their interpretation in the United States or other countries may diminish the value of our intellectual property or our ability to obtain patents. For example, the America Invents Act of 2011 may affect the scope, strength and enforceability of our patent rights in the United States or the nature of proceedings which may be brought by us related to our patent rights in the United States.

If one or more products resulting from our drug candidates is approved for sale by the FDA and we do not have adequate intellectual property protection for those products, competitors could duplicate them for approval and sale in the United States without repeating the extensive testing required of us or our partners to obtain FDA approval. Regardless of any patent protection, under current law, an application for a generic version of a new chemical entity cannot be approved until at least five years after the FDA has approved the original product. When that period expires, or if that period is altered, the FDA could approve a generic version of our product regardless of our patent protection. An applicant for a generic version of our product may only be required to conduct a relatively inexpensive study to show that its product is bioequivalent to our product, and may not have to repeat the lengthy and expensive clinical trials that we or our partners conducted to demonstrate that the product is safe and effective. In the absence of adequate patent protection for our products in other countries, competitors may similarly be able to obtain regulatory approval in those countries of generic versions of our products.

If we are unable to protect the confidentiality of our trade secrets, the value of our technology could be materially adversely affected and our business would be harmed.

We also rely on trade secrets to protect our technology, particularly where we believe patent protection is not appropriate or obtainable. However, trade secrets are often difficult to protect, especially outside of the United States. While we endeavor to use reasonable efforts to protect our trade secrets, our or our partners' employees, consultants, contractors or scientific and other advisors may unintentionally or willfully disclose our information to competitors. In addition, confidentiality agreements, if any, executed by those individuals may not be enforceable or provide meaningful protection for our trade secrets or other proprietary information in the event of unauthorized use or disclosure. We cannot be certain that such agreements have been entered into with all relevant parties, and we cannot be certain that our trade secrets and other confidential proprietary information will not be disclosed or that competitors will not otherwise gain access to our trade secrets or independently develop substantially equivalent information and techniques. Pursuing a claim that a third party had illegally obtained and was using our trade secrets would be expensive and time-consuming, and the outcome would be unpredictable. Even if we are able to maintain our trade secrets as confidential, if our competitors lawfully obtain or independently develop information equivalent or similar to our trade secrets, our business could be harmed.

If we are not able to defend the patent or trade secret protection position of our technologies and drug candidates, then we will not be able to exclude competitors from developing or marketing competing drugs, and we may not generate enough revenue from product sales to justify the cost of development of our drugs or to achieve or maintain profitability.

If we are sued for infringing third-party intellectual property rights, it will be costly and time-consuming, and an unfavorable outcome could have a significant adverse effect on our business.

Our ability to commercialize drugs depends on our ability to use, manufacture and sell those drugs without infringing the patents or other proprietary rights of third parties. Numerous U.S. and foreign issued patents and pending patent applications owned by third parties exist in the therapeutic areas in which we are developing drug candidates and seeking new potential drug candidates. In addition, because patent applications can take several years to issue, there may be currently pending applications, unknown to us, which could later result in issued patents that our activities with our drug candidates could infringe. There may also be existing patents, unknown to us, that our activities with our drug candidates could infringe.

Other future products of ours may be impacted by patents of companies engaged in competitive programs with significantly greater resources. Further development of these products could be impacted by these patents and result in significant legal fees.

If a third party claims that our actions infringe its patents or other proprietary rights, we could face a number of issues that could seriously harm our competitive position, including, but not limited to:

- infringement and other intellectual property claims that, even if meritless, can be costly and time-consuming to litigate, delay the regulatory approval process and divert management's attention from our core business operations;
- substantial damages for past infringement which we may have to pay if a court determines that our drugs or technologies infringe a third party's patent or other proprietary rights;
- a court prohibiting us from selling or licensing our drugs or technologies unless the holder licenses the patent or other proprietary rights to us, which it is not required to do; and
- if a license is available from a holder, we may have to pay substantial royalties or grant cross-licenses to our patents or other proprietary rights.

If any of these events occur, it could significantly harm our business and negatively affect our stock price.

We may undertake infringement or other legal proceedings against third parties, causing us to spend substantial resources on litigation and exposing our own intellectual property portfolio to challenge.

Third parties may infringe our patents. To prevent infringement or unauthorized use, we may need to file infringement suits, which are expensive and time-consuming. In an infringement proceeding, a court may decide that one or more of our patents is invalid, unenforceable, or both. In such case third parties may be able to use our technology without paying licensing fees or royalties. Even if the validity of our patents is upheld, a court may refuse to stop the other party from using the technology at issue on the ground that the other party's activities are not covered by our patents. Policing unauthorized use of our intellectual property is difficult, and we may not be able to prevent misappropriation of our proprietary rights, particularly in countries where the laws may not protect such rights as fully as in the United States. In addition, third parties may affirmatively challenge our rights to, or the scope or validity of, our patent rights.

The uncertainties associated with litigation could have a material adverse effect on our ability to raise the funds necessary to conduct clinical trials, continue our research programs, license necessary technology from third parties, or enter into development partnerships that would help us bring our drug candidates or other product candidates that we may identify to market. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions, or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of our common stock.

We may become involved in disputes with our strategic partners over intellectual property ownership, and publications by our research collaborators and clinical investigators could impair our ability to obtain patent protection or protect our proprietary information, either of which would have a significant impact on our business.

Inventions discovered under our current or future strategic alliance agreements may become jointly owned by our strategic partners and us in some cases, and the exclusive property of one of us in other cases. Under some circumstances, it may be difficult to determine who owns a particular invention or whether it is jointly owned, and disputes could arise regarding ownership or use of those inventions. These disputes could be costly and time-consuming, and an unfavorable outcome could have a significant adverse effect on our business if we were not able to protect or license rights to these inventions. In addition, our research collaborators and clinical investigators generally have contractual rights to publish data arising from their work. Publications by our research collaborators and clinical investigators relating to our research and development programs, either with or without our consent, could benefit our current or potential competitors and may impair our ability to obtain patent protection or protect our proprietary information, which could significantly harm our business.

We may be subject to claims that our employees, consultants or independent contractors have wrongfully used or disclosed confidential information of third parties or that we or our employees have wrongfully used or disclosed trade secrets of their former employers.

Many of our employees were previously employed at universities or other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Although no legal proceedings against us are currently pending, we may be subject to claims that these employees or we have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of their former employers. Litigation may be necessary to defend against these claims. If we fail in defending these claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. A loss of key research personnel or their work product could hamper or prevent our ability to develop and commercialize certain potential drugs, which could significantly harm our business. Even if we are successful in defending against these claims, litigation could result in substantial costs and distract management.

Our competitors may develop drugs that are less expensive, safer or more effective than ours, which may diminish or eliminate the commercial success of any drugs that we may commercialize.

We compete with companies that have developed drugs or are developing drug candidates for cardiovascular diseases, diseases and conditions associated with muscle weakness or wasting and other diseases for which our drug candidates may be useful treatments. For example, if reldesemtiv is approved for marketing by the FDA or other regulatory authorities for the treatment of ALS, it will then compete with RADICAVA™ (edaravone), the first FDA approved drug for the treatment of ALS since riluzole in 1995, and may then compete with other potential new therapies for ALS that are currently being developed by companies including, but not limited to, Orphazyme, NeuralStem, MediciNova, Ionis Pharmaceuticals, Inc. (in collaboration with Biogen Inc.), AB Sciences, Orion, Pharmaceuticals, Mitsubishi Tanabe Pharma Corporation, Treeway, Genentech, Inc., and BrainStorm Cell Therapeutics. Also, if reldesemtiv is approved by the FDA or other regulatory authorities for the treatment of SMA, it will then compete with SPINRAZA® (nusinersen) and Zolgensma® (onasemnogene abeparvovec-xioi) and may then compete with other potential new therapies being developed by companies including, but not limited to, Roche (in collaboration with PTC Therapeutics). If reldesemtiv is approved by the FDA or other regulatory authorities for the treatment of non-neuromuscular indications associated with muscle weakness, it may then compete with other potential new therapies being developed by companies including, but not limited to, Regeneron Pharmaceuticals, Inc. (in collaboration with Sanofi), Eli Lilly and Company, Stealth Biotherapeutics, and Novartis (in collaboration with MorphoSys AG).

If omecamtiv mecarbil is approved for marketing by the FDA or other regulatory authorities for the treatment of heart failure, it would compete against other drugs used for the treatment of acute and chronic heart failure. These include generic drugs, such as milrinone, dobutamine or digoxin and branded drugs such as Natrecor® (nesiritide), Corlanor® (ivabradine), and Entresto® (sacubitril/valsartan). Omecamtiv mecarbil could also potentially compete against other novel drug candidates and therapies in development, such as those being developed by, but not limited to, Novartis, Bayer, Stealth Biotherapeutics, and MyoKardia. Omecamtiv mecarbil may also compete with currently approved products, such as in the SGLT2 class, that may expand their labels to include treatment of patients with heart failure, including Forxiga®, Invokana®, and Jardiance®. In addition, there are a number of medical devices both marketed and in development for the potential treatment of heart failure.

Our competitors may:

- develop drug candidates and market drugs that are less expensive or more effective than our future drugs;
- commercialize competing drugs before we or our partners can launch any drugs developed from our drug candidates;
- hold or obtain proprietary rights that could prevent us from commercializing our products;

- initiate or withstand substantial price competition more successfully than we can;
- more successfully recruit skilled scientific workers and management from the limited pool of available talent;
- more effectively negotiate third-party licenses and strategic alliances;
- take advantage of acquisition or other opportunities more readily than we can;
- develop drug candidates and market drugs that increase the levels of safety or efficacy that our drug candidates will need to show in order to obtain regulatory approval; or
- introduce therapies or market drugs that render the market opportunity for our potential drugs obsolete.

We will compete for market share against large pharmaceutical and biotechnology companies and smaller companies that are collaborating with larger pharmaceutical companies, new companies, academic institutions, government agencies and other public and private research organizations. Many of these competitors, either alone or together with their partners, may develop new drug candidates that will compete with ours. Many of these competitors have larger research and development programs or substantially greater financial resources than we do. Our competitors may also have significantly greater experience in:

- developing drug candidates;
- undertaking preclinical testing and clinical trials;
- building relationships with key customers and opinion-leading physicians;
- obtaining and maintaining FDA and other regulatory approvals of drug candidates;
- formulating and manufacturing drugs; and
- launching, marketing and selling drugs.

If our competitors market drugs that are less expensive, safer or more efficacious than our potential drugs, or that reach the market sooner than our potential drugs, we may not achieve commercial success. In addition, the life sciences industry is characterized by rapid technological change. If we fail to stay at the forefront of technological change, we may be unable to compete effectively. Our competitors may render our technologies obsolete by improving existing technological approaches or developing new or different approaches, potentially eliminating the advantages in our drug discovery process that we believe we derive from our research approach and proprietary technologies.

We have been granted orphan designation by the FDA and EMA for reldesemtiv for the potential treatment of SMA; however, there can be no guarantee that we will receive orphan approval for reldesemtiv, nor that we will be able to prevent third parties from developing and commercializing products that are competitive to reldesemtiv.

We have been granted orphan drug designation in the U.S. by the FDA for reldesemtiv for the potential treatment of SMA. In the U.S., upon approval from the FDA of an NDA, products granted orphan drug designation are generally provided with seven years of marketing exclusivity in the U.S., meaning the FDA will generally not approve applications for other product candidates that contain the same active ingredient for the same orphan indication. Even if we are the first to obtain approval of an orphan product and are granted such exclusivity in the U.S., there are limited circumstances under which a later competitor product may be approved for the same indication during the seven-year period of marketing exclusivity, such as if the later product is shown to be clinically superior to our product or due to an inability to assure a sufficient quantity of the orphan drug.

EMA has granted orphan medicinal product designation to reldesemtiv for the potential treatment of SMA. Orphan medicinal product status in the Europe Union can provide up to 10 years of marketing exclusivity, meaning that another application for marketing authorization of a later similar medicinal product for the same therapeutic indication will generally not be approved in the European Union. Although we may have drug candidates that may obtain orphan drug exclusivity in Europe, the orphan approval and associated exclusivity period may be modified for several reasons, including a significant change to the orphan medicinal product designations or approval criteria after-market authorization of the orphan product (e.g., product profitability exceeds the criteria for orphan drug designation), problems with the production or supply of the orphan drug or a competitor drug, although similar, is safer, more effective or otherwise clinically superior than the initial orphan drug.

We are not guaranteed to maintain orphan status for reldesemtiv or to receive orphan status for reldesemtiv for any other indication or for any of our other drug candidates for any indication. If our drug candidates that are granted orphan status were to lose their status as orphan drugs or the marketing exclusivity provided for them in the U.S. or the European Union, our business and results of operations could be materially adversely affected. While orphan status for any of our products, if granted or maintained, would provide market exclusivity in the U.S. and the European Union for the time periods specified above, we would not be able to exclude other companies from manufacturing and/or selling products using the same active ingredient for the same indication beyond the exclusivity period applicable to our product on the basis of orphan drug status. Moreover, we cannot guarantee that another company will not receive approval before we do of an orphan drug application in the U.S. or the European Union for a product candidate that has the same active ingredient or is a similar medicinal product for the same indication as any of our drug candidates for which we plan to file for orphan designation and status. If that were to happen, our orphan drug applications for our drug candidate for that indication may not be approved until the competing company's period of exclusivity has expired in the U.S. or the European Union, as applicable. Further, application of the orphan drug regulations in the U.S. and Europe is uncertain, and we cannot predict how the respective regulatory bodies will interpret and apply the regulations to our or our competitors' products.

Our failure to attract and retain skilled personnel could impair our drug development, commercialization and financial reporting activities.

Our business depends on the performance of our senior management and key scientific and technical personnel. The loss of the services of any member of our senior management or key scientific, technical or financial reporting staff may significantly delay or prevent the achievement of drug development and other business objectives by diverting management's attention to transition matters and identifying suitable replacements. For example, our management concluded that our internal controls over financial reporting were not effective as of December 31, 2018 because an unremediated material weakness existed in our internal control over financial reporting related to employee turnover resulting in a temporary lack of resources in financial reporting roles with the appropriate skills to perform effective review during our financial statement close process. We also rely on consultants and advisors to assist us in formulating our research and development strategy. All of our consultants and advisors are either self-employed or employed by other organizations, and they may have conflicts of interest or other commitments, such as consulting or advisory contracts with other organizations, that may affect their ability to contribute to us. In addition, if and as our business grows, we will need to recruit additional executive management and scientific, technical and financial reporting personnel. There is intense competition for skilled executives and employees with relevant scientific and technical expertise, and this competition is likely to continue. Our inability to attract and retain sufficient scientific, technical and managerial personnel could limit or delay our product development activities, which would adversely affect the development of our drug candidates and commercialization of our potential drugs and growth of our business.

Any future workforce and expense reductions may have an adverse impact on our internal programs and our ability to hire and retain skilled personnel.

Our future success will depend in large part upon our ability to attract and retain highly skilled personnel. In light of our continued need for funding and cost control, we may be required to implement future workforce and expense reductions, which could further limit our research and development activities. We may have difficulty retaining and attracting such personnel as a result of a perceived risk of future workforce reductions. In addition, the implementation of any workforce or expense reduction programs may divert the efforts of our management team and other key employees, which could adversely affect our business.

We may expand our development and clinical research capabilities and, as a result, we may encounter difficulties in managing our growth, which could disrupt our operations.

We may have growth in our expenditures, the number of our employees and the scope of our operations, in particular with respect to those drug candidates that we elect to develop or commercialize independently or together with a partner. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational and financial systems, expand our facilities and continue to recruit and train additional qualified personnel. Due to our limited resources, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The physical expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage growth could delay the execution of our business plans or disrupt our operations.

We currently have no sales or marketing capabilities and, if we are unable to enter into or maintain strategic alliances with marketing partners or to develop our own sales and marketing capabilities, we may not be successful in commercializing our potential drugs.

We currently have no sales, marketing or distribution capabilities. We plan to commercialize drugs that can be effectively marketed and sold in concentrated markets that do not require a large sales force to be competitive. To achieve this goal, we will need to establish our own specialized sales force and marketing organization with technical expertise and supporting distribution capabilities. Developing such an organization is expensive and time-consuming and could delay a product launch. In addition, we may not be able to develop this capacity efficiently, cost-effectively or at all, which could make us unable to commercialize our drugs. If we determine not to market our drugs on our own, we will depend on strategic alliances with third parties, such as Amgen and Astellas, which have established distribution systems and direct sales forces to commercialize them. If we are unable to enter into such arrangements on acceptable terms, we may not be able to successfully commercialize these drugs. To the extent that we are not successful in commercializing any drugs ourselves or through a strategic alliance, our product revenues and business will suffer and our stock price would decrease.

Our internal computer systems, or those of our CROs, CMOs, supply chain partners, collaboration partners or other contractors or consultants, may fail or suffer security breaches, which could result in a material disruption of our drug development programs.

Despite the implementation of security measures, our internal computer systems and those of our third-party CROs, CMOs, supply chain partners, collaboration partners and other contractors and consultants are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. If such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our drug development programs. For example, the loss of clinical study data from completed or ongoing clinical studies for any of our drug candidates could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach were to result in a loss of or damage to our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability, our operations could be compromised and the further development of our product candidates could be delayed.

Significant disruptions of information technology systems or breaches of data security could adversely affect our business.

Our business is increasingly dependent on complex and interdependent information technology systems, including internet-based systems, databases and programs, to support our business processes as well as internal and external communications. As use of information technology systems has increased, deliberate attacks and attempts to gain unauthorized access to computer systems and networks have increased in frequency and sophistication. Our information technology, systems and networks are potentially vulnerable to breakdown, malicious intrusion and computer viruses which may result in the impairment of production and key business processes or loss of data or information. We are also potentially vulnerable to data security breaches—whether by employees or others—which may expose sensitive data to unauthorized persons. We have in the past and may in the future be subject to security breaches. For example, in February 2018, we discovered that our e-mail server suffered unauthorized intrusions in which proprietary business information was accessed. Although we do not believe that we have experienced any material losses related to security breaches, including in two recent email “phishing” incidents, there can be no assurance that we will not suffer such losses in the future. Breaches and other inappropriate access can be difficult to detect and any delay in identifying them could increase their harm. While we have implemented security measures to protect our data security and information technology systems, such measures may not prevent such events. Any such breaches of security and inappropriate access could disrupt our operations, harm our reputation or otherwise have a material adverse effect on our business, financial condition and results of operations.

Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the U.S.

We prepare our financial statements in conformity with accounting principles generally accepted in the U.S. These accounting principles are subject to interpretation by the FASB and the SEC. A change in these policies or interpretations could have a significant effect on our reported financial results, may retroactively affect previously reported results, could cause unexpected financial reporting fluctuations, and may require us to make costly changes to our operational processes and accounting systems.

We are a smaller reporting company, and any decision on our part to comply only with certain reduced reporting and disclosure requirements applicable to smaller reporting companies could make our common stock less attractive to investors.

We are a "smaller reporting company," as defined under the Exchange Act, in accordance with the amendments to such definition that became effective on September 10, 2018. For as long as we continue to be a smaller reporting company, we may choose to take advantage of exemptions from various reporting requirements applicable to other public companies that are not smaller reporting companies, including, but not limited to, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. In addition, as a smaller reporting company, we are only required to include two years of audited financial statements in our annual reports. Investors could find our common stock less attractive if we choose to rely on these scaled disclosure requirements. If some investors find our common stock less attractive as a result of any choices to reduce future disclosure, there may be a less active trading market for our common stock and our stock price may be more volatile.

We will remain a "smaller reporting company" until (i) the market value of our common shares held by non-affiliates exceeds $250 million as of June 30 of any year; or (ii) either (a) our annual revenues exceed $100 million or (b) the market value of our common shares held by non-affiliates exceeds $700 million, as of June 30 of any year.

Our revenue to date has been primarily derived from our research and license agreements, which can result in significant fluctuation in our revenue from period to period, and our past revenue is therefore not necessarily indicative of our future revenue.

Our revenue is primarily derived from our research and license agreements, from which we receive upfront fees, contract research payments, milestone and other contingent payments based on clinical progress, regulatory progress or net sales achievements and royalties. Significant variations in the timing of receipt of cash payments and our recognition of revenue can result from significant payments based on the execution of new research and license agreements, the timing of clinical outcomes, regulatory approval, commercial launch or the achievement of certain annual sales thresholds. The amount of our revenue derived from research and license agreements in any given period will depend on a number of unpredictable factors, including our ability to find and maintain suitable collaboration partners, the timing of the negotiation and conclusion of collaboration agreements with such partners, whether and when we or our collaboration partners achieve clinical, regulatory and sales milestones, the timing of regulatory approvals in one or more major markets, reimbursement levels by private and government payers, and the market introduction of new drugs or generic versions of the approved drug, as well as other factors. Our past revenue generated from these agreements is not necessarily indicative of our future revenue. If any of our existing or future collaboration partners fails to develop, obtain regulatory approval for, manufacture or ultimately commercialize any product candidate under our collaboration agreement, our business, financial condition, and results of operations could be materially and adversely affected.

Indebtedness under our New Loan Agreement bears interest at variable interest rates based on LIBOR. Changes in the method of determining LIBOR, or the replacement of LIBOR with an alternative reference rate, may adversely affect interest rates on our current or future indebtedness and may otherwise adversely affect our financial condition and results of operations.

In July 2017, the Financial Conduct Authority, the authority that regulates LIBOR, announced that it intended to stop compelling banks to submit rates for the calculation of LIBOR after 2021. The Alternative Reference Rates Committee ("ARRC") in the U.S. has proposed that the Secured Overnight Financing Rate ("SOFR") is the rate that represents best practice as the alternative to the U.S. dollar LIBOR for use in derivatives and other financial contracts that are currently indexed to LIBOR. ARRC has proposed a paced market transition plan to SOFR from U.S. dollar LIBOR and organizations are currently working on industry-wide and company-specific transition plans as relating to derivatives and cash markets exposed to U.S. dollar LIBOR. We have certain financial contracts, including the New Loan Agreement, that are indexed to U.S. dollar LIBOR. Changes in the method of determining LIBOR, or the replacement of LIBOR with an alternative reference rate, may adversely affect interest rates on our current or future indebtedness. Any transition process may involve, among other things, increased volatility or illiquidity in markets for instruments that rely on LIBOR, reductions in the value of certain instruments or the effectiveness of related transactions such as hedges, increased borrowing costs, uncertainty under applicable documentation, or difficult and costly consent processes. We are monitoring this activity and evaluating the related risks, and any such effects of the transition away from LIBOR may result in increased expenses, may impair our ability to refinance our indebtedness or hedge our exposure to floating rate instruments, or may result in difficulties, complications or delays in connection with future financing efforts, any of which could adversely affect our financial condition and results of operations.

Risks Related to Our Industry

The regulatory approval process is expensive, time-consuming and uncertain and may prevent our partners or us from obtaining approvals to commercialize some or all of our drug candidates.

The research, testing, manufacturing, selling and marketing of drugs are subject to extensive regulation by the FDA and other regulatory authorities in the United States and other countries, and regulations differ from country to country. Neither we nor our partners are permitted to market our potential drugs in the United States until we receive approval of a new drug application ("NDA") from the FDA. Neither we nor our partners have received NDA or other marketing approval for any of our drug candidates.

Obtaining NDA approval is a lengthy, expensive and uncertain process. In addition, failure to comply with FDA and other applicable foreign and U.S. regulatory requirements may subject us to administrative or judicially imposed sanctions. These include warning letters, civil and criminal penalties, injunctions, product seizure or detention, product recalls, total or partial suspension of production, and refusal to approve pending NDAs or supplements to approved NDAs.

Regulatory approval of an NDA or NDA supplement is never guaranteed, and the approval process typically takes several years and is extremely expensive. The FDA and foreign regulatory agencies also have substantial discretion in the drug approval process, and the guidance and advice issued by such agencies is subject to change at any time. Despite the time and efforts exerted, failure can occur at any stage, and we may encounter problems that cause us to abandon clinical trials or to repeat or perform additional preclinical testing and clinical trials. The number and focus of preclinical studies and clinical trials that will be required for approval by the FDA and foreign regulatory agencies varies depending on the drug candidate, the disease or condition that the drug candidate is designed to address, and the regulations applicable to any particular drug candidate. In addition, the FDA may require that a proposed Risk Evaluation and Mitigation Strategy ("REMS") be submitted as part of an NDA if the FDA determines that it is necessary to ensure that the benefits of the drug outweigh its risks. The FDA and foreign regulatory agencies can delay, limit or deny approval of a drug candidate for many reasons, including, but not limited to:

- they might determine that a drug candidate is not safe or effective;
- they might not find the data from non-clinical testing and clinical trials sufficient and could request that additional trials be performed;
- they might not approve our, our partner's or the contract manufacturer's processes or facilities; or
- they might change their approval policies or adopt new regulations.

Even if we receive regulatory approval to manufacture and sell a drug in a particular regulatory jurisdiction, other jurisdictions' regulatory authorities may not approve that drug for manufacture and sale. If we or our partners fail to receive and maintain regulatory approval for the sale of any drugs resulting from our drug candidates, it would significantly harm our business and negatively affect our stock price.

If we or our partners receive regulatory approval for our drug candidates, we or they will be subject to ongoing obligations to and continued regulatory review by the FDA and foreign regulatory agencies, and may be subject to additional post-marketing obligations, all of which may result in significant expense and limit commercialization of our potential drugs.

Any regulatory approvals that we or our partners receive for our drug candidates may be subject to limitations on the indicated uses for which the drug may be marketed or require potentially costly post-marketing follow-up studies or compliance with a REMS. In addition, if the FDA or foreign regulatory agencies approves any of our drug candidates, the labeling, packaging, adverse event reporting, storage, advertising, promotion and record-keeping for the drug will be subject to extensive regulatory requirements. The subsequent discovery of previously unknown problems with the drug, including adverse events of unanticipated severity or frequency, or the discovery that adverse events or toxicities observed in preclinical research or clinical trials that were believed to be minor constitute much more serious problems, may result in restrictions on the marketing of the drug or withdrawal of the drug from the market.

The FDA and foreign regulatory agencies may change their policies and additional government regulations may be enacted that could prevent or delay regulatory approval of our drug candidates. We cannot predict the likelihood, nature or extent of adverse government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we are not able to maintain regulatory compliance, we might not be permitted to market our drugs and our business would suffer.

If physicians and patients do not accept our drugs, we may be unable to generate significant revenue, if any.

Even if our drug candidates obtain regulatory approval, the resulting drugs, if any, may not gain market acceptance among physicians, healthcare payors, patients and the medical community. Even if the clinical safety and efficacy of drugs developed from our drug candidates are established for purposes of approval, physicians may elect not to recommend these drugs for a variety of reasons including, but not limited to:

- introduction of competitive drugs to the market;
- clinical safety and efficacy of alternative drugs or treatments;
- cost-effectiveness;
- availability of coverage and reimbursement from health maintenance organizations and other third-party payors;
- convenience and ease of administration;
- prevalence and severity of adverse events;
- other potential disadvantages relative to alternative treatment methods; or
- insufficient marketing and distribution support.

If our drugs fail to achieve market acceptance, we may not be able to generate significant revenue and our business would suffer.

Recently enacted and future legislation, including potentially unfavorable pricing regulations or other healthcare reform initiatives, may increase the difficulty and cost for us to obtain regulatory approval of and commercialize our product candidates and affect the prices we may obtain.

The regulations that govern, among other things, regulatory approvals, coverage, pricing and reimbursement for new drug products vary widely from country to country. In the United States and some foreign jurisdictions, there have been a number of legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay regulatory approval of our product candidates, restrict or regulate post-approval activities and affect our ability to successfully sell any product candidates for which we obtain regulatory approval. In particular, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively, the "ACA") was enacted, which substantially changes the way health care is financed by both governmental and private insurers, and significantly impacts the U.S. pharmaceutical industry. The ACA and its implementing regulations, among other things, addressed a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for certain drugs and biologics, including our product candidates that are inhaled, infused, instilled, implanted or injected, increased the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program, extended the Medicaid Drug Rebate Program to utilization of prescriptions of individuals enrolled in Medicaid managed care organizations, subjected manufacturers to new annual fees and taxes for certain branded prescription drugs, provided incentives to programs that increase the federal government's comparative effectiveness research and established a new Medicare Part D coverage gap discount program.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. In August 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by the U.S. Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least $1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers of 2% per fiscal year, which went into effect in April 2013, and, due to subsequent legislative amendments, will remain in effect through 2027 unless additional Congressional action is taken. In January 2013, the American Taxpayer Relief Act of 2012 was enacted which, among other things, further reduced Medicare payments to several providers, including hospitals and outpatient clinics, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

Since its enactment, there have been judicial and Congressional challenges to numerous elements of the ACA, as well as efforts by both the executive and legislative branches of the federal government to repeal or replace certain aspects of the ACA. For example, the President signed Executive Orders designed to delay the implementation of certain provisions of the ACA or otherwise circumvent some of the requirements for health insurance mandated by the ACA. In addition, the U.S. Congress has considered legislation that would repeal or repeal and replace all or part of the ACA. While the U.S. Congress has not passed comprehensive repeal legislation, it has enacted laws that modify certain provisions of the ACA, such as removing penalties, starting January 1, 2019, for not complying with the ACA's individual mandate to carry health insurance, delaying the implementation of certain mandated fees, and increasing the point-of-sale discount that is owed by pharmaceutical manufacturers who participate in Medicare Part D. In December 2018, a Texas U.S. District Court Judge ruled that the ACA is unconstitutional in its entirety because the "individual mandate" was repealed by Congress as part of the Tax Cuts and Jobs Act of 2017, or the Tax Act. The Texas U.S. District Court Judge, as well as the presidential administration and the CMS, have stated that the ruling will have no immediate effect pending appeal of the decision, but it is unclear how this decision, subsequent appeals, and other efforts to repeal and replace the ACA will impact the ACA and our business. The U.S. Congress may consider and adopt other legislation to repeal and replace all or certain elements of the ACA. Any other executive, legislative or judicial action to "repeal and replace" all or part of the ACA may have the effect of limiting the amounts that government agencies will pay for healthcare products and services, which could result in reduced demand for our products or additional pricing pressure, or may lead to significant deregulation, which could make the introduction of competing products and technologies much easier. Policy changes, including potential modification or repeal of all or parts of the ACA or the implementation of new health care legislation, could result in significant changes to the health care system which may adversely affect our business in unpredictable ways.

There have been, and likely will continue to be, legislative and regulatory proposals at the foreign, federal and state levels directed at broadening the availability of healthcare and containing or lowering the cost of healthcare. We cannot predict the initiatives that may be adopted in the future. The continuing efforts of governments, insurance companies, managed care organizations and other payors of healthcare services to contain or reduce costs of healthcare, including by imposing price controls, may adversely affect the demand for our product candidates for which we obtain regulatory approval and our ability to set a price that we believe is fair for our products. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors.

Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for pharmaceutical products. We cannot be sure whether additional legislative changes will be enacted, or whether the FDA or foreign regulations, guidance or interpretations will be changed, or what the impact of these changes on the regulatory approvals of our product candidates, if any, may be. In the United States, the European Union and other potentially significant markets for our product candidates, government authorities and third-party payors are increasingly attempting to limit or regulate the price of medical products and services, particularly for new and innovative products and therapies, which has resulted in lower average selling prices. For example, in the United States, there have been several recent Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drugs. Additionally, in May 2018, the U.S. presidential administration laid out a "Blueprint" to lower drug prices and reduce out of pocket costs of drugs that contains additional proposals to increase manufacturer competition, increase the negotiating power of certain federal healthcare programs, incentivize manufacturers to lower the list price of their products and reduce the out of pocket costs of drug products paid by consumers. The U.S. Department of Health and Human Services ("HHS") has started the process of soliciting feedback on some of these measures and, at the same time, is immediately implementing others under its existing authority. In January 2019, the HHS Office of Inspector General proposed modifications to U.S. federal healthcare Anti-Kickback Statute safe harbors which, among other things, will affect rebates paid by manufacturers to Medicare Part D plans, the purpose of which is to further reduce the cost of drug products to consumers. Although some of these and other proposals may require authorization through additional legislation to become effective, members of Congress and the presidential administration have indicated that they will continue to seek new legislative or administrative measures to control drug costs. At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, to encourage importation from other countries and bulk purchasing. Furthermore, the increased emphasis on managed healthcare in the United States and on country and regional pricing and reimbursement controls in the European Union will put additional pressure on product pricing, reimbursement and usage, which may adversely affect our future product sales. These pressures can arise from rules and practices of managed care groups, judicial decisions and governmental laws and regulations related to Medicare, Medicaid and healthcare reform, pharmaceutical reimbursement policies and pricing in general.

In addition, there is significant uncertainty regarding the reimbursement status of newly approved healthcare products. We may need to conduct expensive pharmacoeconomic studies in order to demonstrate the cost-effectiveness of our products. If third-party payors do not consider our products to be cost-effective compared to other therapies, the payors may not cover our products after approved as a benefit under their plans or, if they do, the level of payment may not be sufficient to allow us to sell our products on a profitable basis.

We may be subject to costly product liability or other liability claims and may not be able to obtain adequate insurance.

The use of our drug candidates in clinical trials may result in adverse events. We cannot predict all the possible harms or adverse events that may result from our clinical trials. We currently maintain limited product liability insurance. We may not have sufficient resources to pay for any liabilities resulting from a personal injury or other claim excluded from, or beyond the limit of, our insurance coverage. Our insurance does not cover third parties' negligence or malpractice, and our clinical investigators and sites may have inadequate insurance or none at all. In addition, in order to conduct clinical trials or otherwise carry out our business, we may have to contractually assume liabilities for which we may not be insured. If we are unable to look to our own insurance or a third party's insurance to pay claims against us, we may have to pay any arising costs and damages ourselves, which may be substantial.

In addition, if we commercially launch drugs based on our drug candidates, we will face even greater exposure to product liability claims. This risk exists even with respect to those drugs that are approved for commercial sale by the FDA and foreign regulatory agencies and manufactured in licensed and regulated facilities. We intend to secure additional limited product liability insurance coverage for drugs that we commercialize, but may not be able to obtain such insurance on acceptable terms with adequate coverage, or at reasonable costs. Even if we are ultimately successful in product liability litigation, the litigation would consume substantial amounts of our financial and managerial resources and may create adverse publicity, all of which would impair our ability to generate sales of the affected product and our other potential drugs. Moreover, product recalls may be issued at our discretion or at the direction of the FDA and foreign regulatory agencies, other governmental agencies or companies having regulatory control for drug sales. Product recalls are generally expensive and often have an adverse effect on the reputation of the drugs being recalled and of the drug's developer or manufacturer.

We may be required to indemnify third parties against damages and other liabilities arising out of our development, commercialization and other business activities, which could be costly and time-consuming and distract management. If third parties that have agreed to indemnify us against damages and other liabilities arising from their activities do not fulfill their obligations, then we may be held responsible for those damages and other liabilities.

Our relationships with customers, healthcare providers, clinical trial sites and professionals and third-party payors will be subject to applicable anti-kickback, fraud and abuse and other laws and regulations. If we fail to comply with federal, state and foreign laws and regulations, including healthcare, privacy and data security laws and regulations, we could face criminal sanctions, civil penalties, contractual damages, reputational harm and diminished profits and future earnings.

Healthcare providers, physicians and third-party payors play a primary role in the recommendation and prescription of any drug candidates for which we may obtain marketing approval. Our arrangements with customers, healthcare providers and professionals and third-party payors may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we develop, and may market, sell and distribute, our products for which we obtain marketing approval. Restrictions under applicable federal and state healthcare laws and regulations, include, but are not limited to, the following:

- The federal healthcare anti-kickback statute prohibits, among other things, persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made under federally funded healthcare programs such as Medicare and Medicaid. This statute has been broadly interpreted to apply to manufacturer arrangements with prescribers, purchasers and formulary managers, among others. Several other countries, including the United Kingdom, have enacted similar anti-kickback, fraud and abuse, and healthcare laws and regulations.
- The federal False Claims Act imposes civil penalties, including civil whistleblower or qui tam actions, against individuals or entities for knowingly presenting, or causing to be presented, to the federal government, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government. The government and qui tam relators have brought False Claims Act actions against pharmaceutical companies on the theory that their practices have caused false claims to be submitted to the government. There is also a separate false claims provision imposing criminal penalties.

- The federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, imposes criminal and civil liability for executing a scheme to defraud any healthcare benefit program. HIPAA also imposes obligations, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information. HIPAA also imposes criminal liability for knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement in connection with the delivery of or payment for healthcare benefits, items or services.
- The federal Physician Payments Sunshine Act requires manufacturers of drugs, devices, biologics and medical supplies to report to the HHS information related to payments and other transfers of value made to or at the request of covered recipients, such as physicians and teaching hospitals, and physician ownership and investment interests in such manufacturers. Payments made to physicians and research institutions for clinical trials are included within the ambit of this law.
- Analogous state laws and regulations, such as state anti-kickback and false claims laws, may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers, and some state laws require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government in addition to requiring drug manufacturers to report information related to payments to physicians and other health care providers or marketing expenditures.

Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations will involve substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, damages, fines, exclusion from government funded healthcare programs, such as Medicare and Medicaid, and the curtailment or restructuring of our operations. Exclusion, suspension and debarment from government funded healthcare programs would significantly impact our ability to commercialize, sell or distribute any drug. If any of the physicians or other providers or entities with whom we expect to do business are found to be not in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs.

The collection, use, disclosure, transfer, or other processing of personal data regarding individuals in the European Union, including personal health data, is subject to the EU General Data Protection Regulation (the "GDPR"), which became effective in May 2018. The GDPR, which is wide-ranging in scope, imposes several requirements relating to the control over personal data by individuals to whom the personal data relates, the information provided to the individuals, the documentation we must maintain, the security and confidentiality of the personal data, data breach notification and the use of third-party processors in connection with the processing of personal data. The GDPR also imposes strict rules on the transfer of personal data out of the European Union, provides an enforcement authority and authorizes the imposition of large penalties for noncompliance, including the potential for fines of up to €20 million or 4% of the annual global revenues of the non-compliant company, whichever is greater. The GDPR has increased our responsibility and potential liability in relation to personal data that we process compared to prior European Union law, and we may be required to put in place additional mechanisms to ensure compliance with the GDPR, which could divert management's attention and increase our cost of doing business. However, despite our ongoing efforts to bring our practices into compliance with the GDPR, we may not be successful either due to various factors within our control or other factors outside our control. It is also possible that local data protection authorities may have different interpretations of the GDPR, leading to potential inconsistencies amongst various European Union Member States. Any failure or alleged failure (including as a result of deficiencies in our policies, procedures or measures relating to privacy, data security, marketing or communications) by us to comply with laws, regulations, policies, legal or contractual obligations, industry standards or regulatory guidance relating to privacy or data security, may result in governmental investigations and enforcement actions, litigation, fines and penalties or adverse publicity. In addition, new regulation, legislative actions or changes in interpretation of existing laws or regulations regarding data privacy and security (together with applicable industry standards) may increase our costs of doing business. We expect that there will continue to be new proposed laws, regulations and industry standards relating to privacy and data protection in the United States, the European Union and other jurisdictions, such as the California Consumer Privacy Act of 2018 that will go into effect beginning January 1, 2020, and we cannot determine the impact such future laws, regulations and standards will have on our business.

Comprehensive U.S. tax reform legislation could increase the tax burden on our orphan drug programs and adversely affect our business and financial condition.

The U.S. government enacted comprehensive tax legislation in 2017 (the "2017 Tax Act") that includes significant changes to the taxation of business entities. These changes include, among others, (i) a permanent reduction to the corporate income tax rate, (ii) a partial limitation on the deductibility of business interest expense and net operating loss carryforwards, (iii) a shift of the U.S. taxation of multinational corporations from a tax on worldwide income to a territorial system (along with certain rules designed to prevent erosion of the U.S. income tax base) and (iv) a one-time tax on accumulated offshore earnings held in cash and illiquid assets, with the latter taxed at a lower rate. Further, the comprehensive tax legislation, among other things, reduces the orphan drug tax credit from 50% to 25% of qualifying expenditures. When and if we become profitable, this reduction in tax credits may result in an increased federal income tax burden on our orphan drug programs as it may cause us to pay federal income taxes earlier under the revised tax law than under the prior law and, despite being partially off-set by a reduction in the corporate tax rate from a top marginal rate of 35% to a flat rate of 21%, may increase our total federal tax liability attributable to such programs.

Notwithstanding the reduction in the corporate income tax rate, the overall impact of this comprehensive tax legislation resulted in an overall reduction in our deferred tax assets, and our business and financial condition could still be adversely affected as additional guidance and regulations are issued with respect to the original tax law change. In addition, it is uncertain if and to what extent various states will conform to this comprehensive tax legislation. The impact of this comprehensive tax legislation on holders of our common stock is also uncertain and could be adverse. Investors should consult with their legal and tax advisors with respect to this comprehensive tax legislation and the potential tax consequences of investing in or holding our common stock.

Our ability to use net operating loss carryforwards and tax credit carryforwards to offset future taxable income may be subject to certain limitations, and ownership changes may limit our ability to use our net operating losses and tax credits in the future.

Our ability to use our federal and state net operating loss carryforwards ("NOLs") to offset potential future taxable income and reduce related income taxes depends upon our generation of future taxable income. We cannot predict with certainty when, or whether, we will generate sufficient taxable income to use our NOLs.

Our federal NOLs generated prior to 2018 will continue to be governed by tax rules in effect prior to the 2017 Tax Act, with unused NOLs expiring 20 years after we report a tax loss. These NOLs could expire unused and be unavailable to offset future taxable income. We cannot predict if and to what extent various states will conform to the 2017 Tax Act.

In addition, generally, if one or more stockholders or groups of stockholders who owns at least 5% of stock increases its ownership by more than 50% over its lowest ownership percentage within a three-year testing period, an ownership change occurs (an "Ownership Change"). Our ability to utilize our NOLs and tax credit carryforwards to reduce taxes payable in a year we have taxable income may be limited if there has been an Ownership Change in our stock. Similar rules may apply under state tax laws. We may experience Ownership Changes in the future as a result of future stock sales or other changes in the ownership of our stock, some of which are beyond our control and, as a result, NOLs generated in 2017 and before, may expire unused.

Any material limitation or expiration of our NOLs and tax credit carryforwards may harm our future net income by effectively increasing our future effective tax rate, which could result in a reduction in the market price of our common stock.

Responding to any claims relating to improper handling, storage or disposal of the hazardous chemicals and radioactive and biological materials we use in our business could be time-consuming and costly.

Our research and development processes involve the controlled use of hazardous materials, including chemicals and radioactive and biological materials. Our operations produce hazardous waste products. We cannot eliminate the risk of accidental contamination or discharge and any resultant injury from those materials. Federal, state and local laws and regulations govern the use, manufacture, storage, handling and disposal of hazardous materials. We may be sued for any injury or contamination that results from our or third parties' use of these materials. Compliance with environmental laws and regulations is expensive, and current or future environmental regulations may impair our research, development and production activities.

Our facilities in California are located near an earthquake fault, and an earthquake or other types of natural disasters, catastrophic events or resource shortages could disrupt our operations and adversely affect our results.

All our facilities and our important documents and records, such as hard and electronic copies of our laboratory books and records for our drug candidates and compounds and our electronic business records, are located in our corporate headquarters at a single location in South San Francisco, California near active earthquake zones. If a natural disaster, such as an earthquake, fire or flood, a catastrophic event such as a disease pandemic or terrorist attack, or a localized extended outage of critical utilities or transportation systems occurs, we could experience a significant business interruption. Our partners and other third parties on which we rely may also be subject to business interruptions from such events. In addition, California from time to time has experienced shortages of water, electric power and natural gas. Future shortages and conservation measures could disrupt our operations and cause expense, thus adversely affecting our business and financial results.

Risks Related to an Investment in Our Common Stock

We expect that our stock price will fluctuate significantly, and you may not be able to resell your shares at or at or above your investment price.

The stock market, particularly in recent years, has experienced significant volatility, particularly with respect to pharmaceutical, biotechnology and other life sciences company stocks, which often does not relate to the operating performance of the companies represented by the stock. Factors that could cause volatility in the market price of our common stock include, but are not limited to:

- announcements concerning any of the clinical trials for our drug candidates (including, but not limited to, the timing of initiation or completion of such trials and the results of such trials, and delays or discontinuations of such trials, including delays resulting from slower than expected or suspended patient enrollment or discontinuations resulting from a failure to meet pre-defined clinical end points);
- announcements concerning our strategic alliance with Amgen or Astellas or future strategic alliances;
- failure or delays in entering additional drug candidates into clinical trials;
- failure or discontinuation of any of our research programs;
- issuance of new or changed securities analysts' reports or recommendations;
- failure or delay in establishing new strategic alliances, or the terms of those alliances;
- market conditions in the pharmaceutical, biotechnology and other healthcare-related sectors;
- actual or anticipated fluctuations in our quarterly financial and operating results;
- developments or disputes concerning our intellectual property or other proprietary rights;
- introduction of technological innovations or new products by us or our competitors;
- issues in manufacturing, packaging, labeling and distribution of our drug candidates or drugs;
- market acceptance of our drugs;
- third-party healthcare coverage and reimbursement policies;
- FDA or other U.S. or foreign regulatory actions affecting us or our industry;
- litigation or public concern about the safety of our drug candidates or drugs;
- additions or departures of key personnel;
- substantial sales of our common stock by our existing stockholders, whether or not related to our performance;
- automated trading activity by algorithmic and high-frequency trading programs; and
- volatility in the stock prices of other companies in our industry or in the stock market generally.

These and other external factors may cause the market price and demand for our common stock to fluctuate substantially, which may limit or prevent investors from readily selling their shares of common stock and may otherwise negatively affect the liquidity of our common stock. In addition, when the market price of a stock has been volatile, holders of that stock have instituted securities class action litigation against the company that issued the stock. If any of our stockholders brought a lawsuit against us, we could incur substantial costs defending the lawsuit. Such a lawsuit could also divert our management's time and attention.

If securities or industry analysts publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who covers us downgrades our stock or publishes inaccurate or unfavorable research about our business, our stock price may decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline.

In addition, as required by the new revenue recognition standards under ASC 606, we disclose the aggregate unsatisfied amount of transaction price allocated to performance obligations as of the end of the reporting period. Market practices surrounding the calculation of this measure are still evolving. It is possible that analysts and investors could misinterpret our disclosure or that the terms of our research or license agreements or other circumstances could cause our methods for preparing this disclosure to differ significantly from others, which could lead to inaccurate or unfavorable forecasts by analysts and investors.

Regardless of accuracy, unfavorable interpretations of our financial information and other public disclosures could have a negative impact on our stock price. If our financial performance fails to meet analyst estimates, for any of the reasons discussed above or otherwise, or one or more of the analysts who cover us downgrade our common stock or change their opinion of our common stock, our stock price would likely decline.

If the ownership of our common stock continues to be highly concentrated, it may prevent you and other stockholders from influencing significant corporate decisions and may result in conflicts of interest that could cause our stock price to decline.

Our executive officers, directors and their affiliates beneficially own or control some of the outstanding shares of our common stock. Accordingly, these executive officers, directors and their affiliates, acting as a group, may have substantial influence over the outcome of corporate actions requiring stockholder approval, including the election of directors, any merger, consolidation or sale of all or substantially all our assets or any other significant corporate transactions. These stockholders may also delay or prevent a change of control of us, even if such a change of control would benefit our other stockholders. The significant concentration of stock ownership may adversely affect the trading price of our common stock due to investors' perception that conflicts of interest may exist or arise.

Volatility in the stock prices of other companies may contribute to volatility in our stock price.

The stock market in general, and the Nasdaq stock exchanges and the market for technology companies in particular, have experienced significant price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of those companies. Further, there has been particular volatility in the market prices of securities of early stage and clinical stage life sciences companies. These broad market and industry factors may seriously harm the market price of our common stock, regardless of our operating performance. In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been instituted. A securities class action suit against us could result in substantial costs, potential liabilities and the diversion of management's attention and resources, and could harm our reputation and business.

Our common stock is thinly traded and there may not be an active, liquid trading market for our common stock.

There is no guarantee that an active trading market for our common stock will be maintained on Nasdaq, or that the volume of trading will be sufficient to allow for timely trades. Investors may not be able to sell their shares quickly or at the latest market price if trading in our stock is not active or if trading volume is limited. In addition, if trading volume in our common stock is limited, trades of relatively small numbers of shares may have a disproportionate effect on the market price of our common stock.

Our stockholders will experience substantial additional dilution if outstanding equity awards are exercised or settled for common stock.

The exercise of stock options or settlement of equity awards for common stock would be substantially dilutive to the outstanding shares of common stock. Any dilution or potential dilution may cause our stockholders to sell their shares, which would contribute to a downward movement in the market price of our common stock.

Evolving regulation of corporate governance and public disclosure may result in additional expenses, use of resources and continuing uncertainty.

We regularly evaluate and monitor developments with respect to new and proposed laws, regulations and standards. For example, we spend significant financial and human resources to document and test the adequacy of our internal control over financial reporting to comply with the internal control requirements the Sarbanes-Oxley Act.

We intend to maintain high standards of corporate governance and public disclosure and to invest the resources necessary to comply with evolving laws, regulations and standards. This investment may result in increased general and administrative expenses and a diversion of management time and attention from revenue-generating activities to compliance activities.

Changing laws, regulations and standards relating to corporate governance and public disclosure create uncertainty for public companies. In many cases, changes lack specificity and compliance with these changes may evolve over time as new guidance is provided by regulatory and governing bodies. We cannot accurately predict or estimate the amount or timing of the additional effort or expense we may incur complying with changes in these laws, regulations and standards. Therefore, we can provide no assurance as to conclusions of management or by our independent registered public accounting firm with respect to the effectiveness of our internal control over financial reporting in the future. If our efforts to comply with new or changed laws, regulations and standards differ from the activities intended by regulatory or governing bodies, due to ambiguities related to practice or otherwise, regulatory authorities may initiate legal proceedings against us, which could be costly and time-consuming, and our reputation and business may be harmed.

We have never paid dividends on our capital stock, and we do not anticipate paying any cash dividends in the foreseeable future.

We have paid no cash dividends on any of our classes of capital stock to date and we currently intend to retain our future earnings, if any, to fund the development and growth of our businesses. In addition, the terms of existing or any future debts may preclude us from paying these dividends.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

A list of exhibits filed with this Quarterly Report on Form 10-Q or incorporated herein by reference is found in the Index to Exhibits immediately following the signature page of this report and is incorporated into this Item 6 by reference.

Exhibit No.	Exhibits	Incorporated by Reference				Filed Herewith
		Form	File No.	Filing Date	Exh. No.	
3.1	Amended and Restated Certificate of Incorporation.	S-3	333-174869	June 13, 2011	3.1	
3.2	Certificate of Amendment of Amended and Restated Certificate of Incorporation	8-K	000-50633	May 20, 2016	3.1	
3.3	Amended and Restated Bylaws.	S-1	333-112261	January 27, 2004	3.2	
4.1	Specimen Common Stock Certificate.	10-Q	000-50633	May 9, 2007	4.1	
4.2	Form of Warrant Issuable to Oxford Finance LLC	10-Q	000-50633	August 9, 2019	4.2	
4.3	Form of Warrant Issuable to Silicon Valley Bank	10-Q	000-50633	August 9, 2019	4.3	
5.1	Opinion of Cooley LLP	10-Q	000-50633	August 9, 2019	5.1	
10.1	Loan and Security Agreement, dated as of May 17, 2019, by and among the Company, Oxford Finance LLC and Silicon Valley Bank	10-Q	000-50633	August 9, 2019	10.1	
10.51	Seventh Amendment to Lease, dated July 11, 2019, by and between the Company and Britannia Pointe Grand Limited Partnership					X
10.52	Lease, dated July 24, 2019, by and between the Company and KR Oyster Point 1, LLC					X
23.1	Consent of Cooley LLP (included in Exhibit 5.1)	10-Q	000-50633	August 9, 2019	23.1	
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.3	Certification of Principal Accounting Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
32.1	Certifications of the Principal Executive Officer, Principal Financial Officer, and Principal Accounting Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350) (1)					X
101.INS	XBRL Instance Document					X
101.SCH	XBRL Taxonomy Extension Schema Document					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document					X

(1) This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: November 1, 2019

CYTOKINETICS, INCORPORATED
(Registrant)

/s/ Robert I. Blum
Robert I. Blum
President and Chief Executive Officer
(Principal Executive Officer)

/s/ Ching Jaw
Ching Jaw
Senior Vice President, Chief Financial Officer
(Principal Financial Officer)

/s/ Robert Wong
Robert Wong
Vice President, Chief Accounting Officer
(Principal Accounting Officer)

SEVENTH AMENDMENT TO LEASE

This SEVENTH AMENDMENT TO LEASE ("**Sixth Amendment**") is made and entered into as of July 11, 2019, by and between BRITANNIA POINTE GRAND LIMITED PARTNERSHIP, a Delaware limited partnership ("**Landlord**"), and CYTOKINETICS, INC., a Delaware corporation ("**Tenant**").

RECITALS:

A. Landlord and Tenant (as successor in interest to MetaXen, LLC and Exelixis, Inc.) entered into that certain Build to Suit Lease dated May 27, 1997 (the "**Original Lease**"), as amended by that certain First Amendment to Lease dated April 13, 1998 (the "**First Amendment**"), that certain Second Amendment to Lease dated July 11, 1999 (the "**Second Amendment**"), that certain Third Amendment to Lease dated December 10, 2010 (the "**Third Amendment**"), that certain Fourth Amendment to Build to Suit Lease dated March 1, 2016 (the "**Fourth Amendment**"), that certain Fifth Amendment to Lease dated December 18, 2017 (the "**Fifth Amendment**") and that certain Sixth Amendment to Lease dated June 25, 2019 (the "**Fifth Amendment**") (the Original Lease as so amended shall be collectively referred to herein as the "**Lease**"), whereby Tenant leases approximately 81,587 rentable square feet of space (the "**Existing Premises**") consisting of (i) 50,195 rentable square feet of space comprised of the entire 2-story building (the "**280 Building**") located at 280 East Grand Avenue, South San Francisco, California 94080, which Building is located in that certain office project currently known as "Britannia Pointe Grand Business Park" (the "**Center**"), and (ii) 31,392 rentable square feet of space in the building located at 256 East Grand Avenue, South San Francisco, California (the "**256 Building**") located in the Center.

B. Tenant desires to expand the Existing Premises to include that certain space consisting of approximately 9,530 rentable square feet of space commonly known as Suite 26 in the building (the "**250 Building**") located in the Center at 250 East Grand Avenue, South San Francisco, California 94080 (the "**Expansion Premises**"), as delineated on **Exhibit A** attached hereto and made a part hereof, and to make other modifications to the Lease, and in connection therewith, Landlord and Tenant desire to amend the Lease as hereinafter provided.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms**. All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this Sixth Amendment.

2. **Modification of Premises**. Effective as of January 1, 2020 (the "**Expansion Commencement Date**"), Tenant shall lease from Landlord and Landlord shall lease to Tenant the Expansion Premises. Consequently, effective upon the Expansion Commencement Date, the Existing Premises shall be increased to include the Expansion Premises. Landlord and Tenant hereby acknowledge that such addition of the Expansion Premises to the Existing Premises shall, effective as of the Expansion Commencement Date, increase the size of the Premises to approximately 91,117 rentable square feet. The Existing Premises and the Expansion Premises may hereinafter collectively be referred to as the "**Premises**."

3. **Expansion Term**. The term of Tenant's lease of the Expansion Premises (the "**Expansion Term**") shall commence on the Expansion Commencement Date and shall expire on March 31, 2023, unless sooner terminated as provided in the Lease, as hereby amended. Notwithstanding the foregoing, the term of Tenant's lease of the Existing Premises shall remain as set forth in the Lease

4. **Minimum Rental**.

4.1. **Existing Premises**. Notwithstanding any contrary provision contained in the Lease, as hereby amended, Tenant shall continue to pay minimum rental for the Existing Premises in accordance with the terms of the Lease.

4.2. **Expansion Premises**. Commencing on the Expansion Commencement Date and continuing throughout the Expansion Term, Tenant shall pay to Landlord minimum rental for the Expansion Premises as follows:

Period During Expansion Term	Annual Minimum Rental	Monthly Minimum Rental	Approximate Monthly Rental Rate per Rentable Square Foot
January 1, 2020 – December 31, 2020	$394,542.00	$32,878.50	$3.45
January 1, 2021 – December 31, 2021	$408,350.97	$34,029.25	$3.57
January 1, 2022 – December 31, 2022	$422,643.25	$35,220.27	$3.70
January 1, 2023 – March 31, 2023	$437,435.77	$36,452.98	$3.83

On or before the Expansion Commencement Date, Tenant shall pay to Landlord the minimum rental payable for the Expansion Premises for the first full month of the Expansion Term.

5. **Tenant's Operating Costs Share of Operating Expenses**.

5.1. **Existing Premises**. Notwithstanding any contrary provision contained in the Lease, as hereby amended, Tenant shall continue to pay Tenant's Operating Costs Share of Operating Expenses in connection with the Existing Premises in accordance with the terms of the Lease.

5.2. **Expansion Premises**. Notwithstanding any contrary provision contained in the Lease, as hereby amended, commencing on the Expansion Commencement Date, Tenant shall pay Tenant's Operating Costs Share of Operating Expenses in connection with the Premises in accordance with the terms of the Lease, provided that with respect to the Expansion Premises, Tenant's Operating Costs Share shall equal 21.06% of the 250 Building.

6. **Condition of Expansion Premises**. Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Expansion Premises, and Tenant shall accept the Expansion Premises in its presently existing, "as-is" condition.

7. **Broker**. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Sixth Amendment other than CBRE, Inc. and Kidder Mathews (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Sixth Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent, occurring by, through, or under the indemnifying party, other than the Brokers. The terms of this Section 7 shall survive the expiration or earlier termination of the term of the Lease, as hereby amended.

8. **Parking**. Effective as of the Expansion Commencement Date and continuing throughout the Expansion Term, Tenant shall be entitled to rent up to twenty-five (25) unreserved parking passes in connection with Tenant's lease of the Expansion Premises (the "**Expansion Parking Passes**"), which Expansion Parking Passes will be governed by the terms of the Lease.

9. **Security Deposit**. Notwithstanding anything in the Lease to the contrary, the Security Deposit held by Landlord pursuant to the Lease, as amended hereby, shall equal $130,950.96. Landlord and Tenant acknowledge that, in accordance with the Lease, Tenant has previously delivered the sum of $58,045.00 (the "**Existing Security Deposit**") to Landlord as security for the faithful performance by Tenant of the terms, covenants and conditions of the Lease. Concurrently with Tenant's execution of this Sixth Amendment, Tenant shall deposit with Landlord an amount equal to $72,905.96 to be held by Landlord as a part of the Security Deposit. To the extent that the total amount held by Landlord at any time as security for the Lease, as hereby amended, is less than $130,950.96, Tenant shall pay the difference to Landlord within ten (10) days following Tenant's receipt of notice thereof from Landlord.

10. **Statutory Disclosure and Related Terms**. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Center, the 250 Building, the 256 Building, the 280 Building and Premises have not undergone inspection by a Certified Access Specialist (CASp).

11. **No Further Modification**. Except as set forth in this Seventh Amendment, all of the terms and provisions of the Lease shall apply with respect to the Expansion Premises and shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Seventh Amendment has been executed as of the day and year first above written.

"**LANDLORD**"

BRITANNIA POINTE GRAND LIMITED PARTNERSHIP,
a Delaware limited partnership

By: /s/ Scott Bohn
Name: Scott Bohn
Its: Senior Vice President

"**TENANT**"

CYTOKINETICS, INC.,
a Delaware corporation

By: /s/ Ching Jaw
Name: Ching Jaw
Its: Chief Financial Officer

LEASE

KILROY REALTY

OYSTER POINT

KR OYSTER POINT 1, LLC

a Delaware limited liability company,

as Landlord,

and

CYTOKINETICS, INCORPORATED,

a Delaware corporation,

as Tenant.

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OYSTER POINT

(PHASE 1)

LEASE

This Lease (the "**Lease**"), dated as of the date set forth in Section 1 of the Summary of Basic Lease Information (the "**Summary**"), below, is made by and between KR OYSTER POINT 1, LLC, a Delaware limited liability company ("**Landlord**"), and CYTOKINETICS INCORPORATED, a Delaware corporation ("**Tenant**").

SUMMARY OF BASIC LEASE INFORMATION

TERMS OF LEASE		DESCRIPTION
1.	Date:	July 24, 2019.
2.	Project; Phase; Building; Premises: (Article 1)	
	2.1 Project; Phase:	That certain project (the "**Project**") known as "Oyster Point" located in South San Francisco, California, which is comprised of (i) up to five (5) phases (each, a "**Phase**"), (ii) the buildings within each Phase, comprised of (a) the buildings located in Phase 1 of the Project (i.e., the Building, Building 1 and Building 2) in Phase 1 of the Project (Building 1 and Building 2 of Phase 1 are the "**Other Phase Buildings**"); and (b) the other buildings located within the other Phases of the Project which are not owned by Landlord (the "**Other Project Buildings**"), (iii) any outside plaza areas, walkways, driveways, courtyards, public and private streets, transportation facilitation areas and other improvements and facilities now or hereafter constructed surrounding and/or servicing the Building, the Other Phase Buildings and/or the Other Project Buildings, which are designated from time to time by Landlord (and/or any other owners of the Project) as common areas appurtenant to or servicing the Building, and any such other improvements; (iv) any additional buildings, improvements, facilities and common areas which Landlord (any other owners of the Project) may add thereto from time to time within or as part of the Project; and (v) the land upon which any of the foregoing are situated. The Building described below is located in Phase 1 of the Project. "**Phase 1**" consists of (i) the Building, (ii) a five (5) story building ("**Building 1**") the address of which is 354 Oyster Point Boulevard, South San Francisco, California, and (iii) a six (6)-story building ("**Building 2**") the address of which is 352 Oyster Point Boulevard, South San Francisco, California.
	2.2 Building:	That certain seven (7)-story building containing approximately 234,892 rentable square feet ("**Building**"), the address of which is 350 Oyster Point Boulevard, South San Francisco, California, which Building includes the Food and Beverage Space, the Auditorium, and the Fitness Center (as those terms are defined below).
	2.3 Premises:	234,892 rentable square feet consisting of the entirety of the space located in the Building (but not including the Amenities (as that term is defined below)), as further depicted on **Exhibit A** to this Lease.
3.	Lease Term (Article 2):	
	3.1 Length of Term:	Approximately twelve (12) years.
	3.2 Lease Commencement Date:	Twelve (12) months following the "Delivery Date" (as that term is defined in the Work Letter attached hereto as **Exhibit B** (the "**Work Letter**")); provided, however, in no event shall the Lease Commencement Date occur prior to (i) the Anticipated Delivery Date (as defined below) or (ii) the "Final Condition Date" (as that term is defined in the Work Letter). The anticipated Delivery Date ("**Anticipated Delivery Date**") is September 1, 2020.

3.3 Lease Expiration Date: The last day of the calendar month in which the twelfth (12th) annual anniversary of the Lease Commencement Date occurs; provided, however, to the extent the Lease Commencement Date occurs on the first day of a calendar month, then the Lease Expiration Date shall be the day immediately preceding the twelfth (12th) annual anniversary of the Lease Commencement Date.

3.4 Option Term(s): Two (2) five (5)-year option(s) to renew, as more particularly set forth in Section 2.2 of this Lease.

4. Base Rent (Article 3):

Period During Lease Term	Annual Base Rent*	Monthly Installment of Base Rent*	Monthly Rental Rate per Rentable Square Foot*
***Lease Commencement Date – Lease Month 12	$10,456,871.40****	$871,405.95****	$5.45
Lease Month 13 – Lease Month 24	$15,899,604.60	$1,324,967.05	$5.64**
Lease Month 25 – Lease Month 36	$16,456,090.80	$1,371,340.90	$5.84**
Lease Month 37 – Lease Month 48	$17,032,053.96	$1,419,337.83	$6.04**
Lease Month 49 – Lease Month 60	$17,628,175.80	$1,469,014.65	$6.25**
Lease Month 61 – Lease Month 72	$18,245,161.92	$1,520,430.16	$6.47**
Lease Month 73 – Lease Month 84	$18,883,742.64	$1,573,645.22	$6.70**
Lease Month 85 – Lease Month 96	$19,544,673.60	$1,628,722.80	$6.93**
Lease Month 97 – Lease Month 108	$20,228,737.20	$1,685,728.10	$7.18**
Lease Month 109 – Lease Month 120	$20,936,742.96	$1,744,728.58	$7.43**
Lease Month 121 – Lease Month 132	$21,669,528.96	$1,805,794.08	$7.69**
Lease Month 133 – Lease Expiration Date	$22,427,962.44	$1,868,996.87	$7.96**

* The initial Annual Base Rent amount was calculated by multiplying the initial Annual Rental Rate per Rentable Square Foot amount by the number of rentable square feet of space in the Premises, and the initial Monthly Installment of Base Rent amount was calculated by dividing the initial Annual Base Rent amount by twelve (12). Both Tenant and Landlord acknowledge and agree that multiplying the Monthly Installment of Base Rent amount by twelve (12) does not always equal the Annual Base Rent amount. In all subsequent Base Rent payment periods during the Lease Term commencing on the first (1st) day of the full calendar month that is Lease Month 13, the calculation of each Annual Base Rent amount reflects an annual increase of three and one-half percent (3.5%) and each Monthly Installment of Base Rent amount was calculated by dividing the corresponding Annual Base Rent amount by twelve (12).

** The amounts identified in the column entitled "Annual Rental Rate per Rentable Square Foot" are rounded amounts and are provided for informational purposes only.

*** The Base Rent for the Lease Months 1 through 12 is calculated based on 159,891 rentable square feet in the Premises, notwithstanding that Tenant is leasing the entire Premises (consisting of 234,892 rentable square feet); provided, however, that Tenant shall pay Tenant's Share of Operating Expenses and Tax Expenses and all other Additional Rent based on 234,892 rentable square feet in the Premises for the entire Lease Term.

**** Subject to the terms set forth in Section 3.2 below, the Base Rent attributable to the two (2) month period commencing on the first (1st) day of the first (1st) full calendar month of the Lease Term and ending on the last day of the second (2nd) full calendar month of the Lease Term shall be abated.

5.	Operating Expenses and Tax Expenses (Article 4):	This is a "TRIPLE NET" lease and as such, the provisions contained in this Lease are intended to pass on to Tenant and reimburse Landlord for the costs and expenses reasonably associated with this Lease and the Project, and Tenant's operation therefrom. To the extent such costs and expenses payable by Tenant cannot be charged directly to, and paid by, Tenant, such costs and expenses shall be paid by Landlord but reimbursed by Tenant as Additional Rent, except as otherwise provided for in this Lease.
6.	Tenant's Share (Article 4):	100% of the Building, subject to allocation amongst the Other Phase Buildings and the Other Project Buildings pursuant to Section 4.3 of this Lease.
7.	Permitted Use (Article 5):	Tenant shall use the Premises solely for (i) general office use, (ii) general laboratory uses, (iii) research, manufacture and development uses, and (iv) other uses incidental thereto (including a vivarium, Auditorium (defined below) and Fitness Center (defined below)) that are consistent with the nature of the Project, applicable zoning, building codes or the Existing Underlying Documents, as that term is set forth in Section 5.3 of this Lease (collectively, the "**Permitted Use**").
8.	Security Deposit (Article 21):	$5,120,645.60, subject to Article 21 of this Lease, which amount is equal to four (4) months of Base Rent for the first calendar month of the Lease Term based on the total RSF of the Premises and is subject to adjustment pursuant to the terms of Section 1.2 below.
9.	Parking Passes (Article 28):	439 unreserved parking passes.
10.	Address of Tenant (Section 29.18):	Cytokinetics, Incorporated 280 E Grand Ave South San Francisco, California 94080 Attention: Ching Jaw, Chief Financial Officer Telephone Number: _____ E-mail: _____ (Prior to Lease Commencement Date)
And		Cytokinetics, Incorporated 350 Oyster Point Boulevard, South San Francisco, California 94080 Attention: _____ Telephone Number: _____ E-mail: _____ (After Lease Commencement Date)

11.	Address of Landlord (Section 29.18):	KR OYSTER POINT 1, LLC c/o Kilroy Realty Corporation 12200 West Olympic Boulevard, Suite 200 Los Angeles, California 90064 Attention: Legal Department with copies to: Kilroy Realty Corporation 100 First Street, Suite 250 San Francisco, CA 94105 Attention: Mr. John Osmond and Kilroy Realty Corporation 100 First Street, Suite 250 San Francisco, CA 94105 Attention: Regional Vice-President, San Francisco and Allen Matkins Leck Gamble Mallory & Natsis LLP 1901 Avenue of the Stars, Suite 1800 Los Angeles, California 90067 Attention: Anton N. Natsis, Esq. and, for sustainability-related notices only: Kilroy Realty Corporation 12200 West Olympic Boulevard, Suite 200 Los Angeles, California 90064 Attention: Sara Neff, Senior Vice President – Sustainability
12.	Broker(s) (Section 29.24): Representing Tenant: Gregg Domanico Managing Partner Kidder Mathews 203 Redwood Shores Parkway, Suite 530 Redwood City, CA 94065	Representing Landlord: James K. Bennett Managing Partner Executive Vice President, Life Sciences Kidder Mathews 101 Mission Street, Suite 2100 San Francisco, CA 94105
13.	Improvement Allowance (Section 2 of **Exhibit B**):	$145.00 per rentable square foot of the Premises for a total of $34,059.340.00 (based on 234,892 rentable square feet), subject to adjustment pursuant to Section 1.2, below.

ARTICLE 1

PREMISES, BUILDING, PHASE, PROJECT, AND COMMON AREAS

1.1 **Premises, Building, Project and Common Areas**.

1.1.1 **The Premises**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 2.2 of the Summary (the "**Premises**"). The outline of the Premises is set forth in **Exhibit A** attached hereto. The parties hereto agree that the lease of the Premises is upon and subject to the terms, covenants and conditions (the "**TCCs**") herein set forth, and Tenant covenants as a material part of the consideration for this Lease to keep and perform each and all of such TCCs by it to be kept and performed and that this Lease is made upon the condition of such performance. The parties hereto hereby acknowledge that the purpose of **Exhibit A** is not meant to constitute an agreement, representation or warranty as to the construction of the Premises, the precise area thereof or the specific location of the "Common Areas," as that term is defined in Section 1.1.3, below, or the elements thereof or of the accessways to the Premises, Phase or the Project. Except as specifically set forth in this Lease and in the Work Letter attached hereto as **Exhibit B** (the "**Work Letter**"), Tenant shall accept the Premises in its existing "as-is" condition and Landlord shall not be obligated to provide or pay for any improvement work or services related to the improvement of the Premises. Tenant also acknowledges that, except as set forth in this Lease or the Work Letter, neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises, the Building or the Project or with respect to the suitability of any of the foregoing for the conduct of Tenant's business (including, but not limited to, any zoning/conditional use permit requirements which shall be Tenant's responsibility and Tenant's failure to obtain any such zoning/use permits (if any are required) shall not affect Tenant's obligations under this Lease), except as specifically set forth in this Lease and the Work Letter. Notwithstanding anything above to the contrary, Landlord covenants that, on the "Final Condition Date," as that term is defined in the Work Letter, the "Base Building," as that term is defined in Section 8.2, below, shall be in good working order and in compliance with Applicable Laws; provided, however, that, subject to and without limitation of Section 10.3.2.4 below, Landlord shall not be responsible for any Tenant Damage (as that term is defined in Section 7.5, below), and further provided that any breach by Landlord of the foregoing covenant shall be subject to cure by Landlord, at Landlord's sole cost and expense.

1.1.1.1 **Auditorium**. As part of constructing the Base, Shell and Core, as further described in the Work Letter, Landlord, at Landlord's sole expense, shall construct an auditorium and/or conference facilities on the first floor of the Building, as shown on **Exhibit A-2** attached hereto (the "**Auditorium**"), which Auditorium shall be part of the Premises. Pursuant to the terms of this Section 1.1.1.1, Landlord shall have the right to access and use the Auditorium from time to time, for events hosted by or on behalf of Landlord or the operator of the Food and Beverage Space, defined below (collectively "**Landlord Use Rights**"); provided, that Landlord shall provide Tenant with no less than ten (10) business days' notice in advance of Landlord's exercise of the Landlord Use Rights (which notice shall include a general description of the timing and purpose of the use) and shall obtain Tenant's written approval of the scheduling of any such use of the Auditorium, which shall not be unreasonably withheld, conditioned or delayed, so as to avoid conflicts with any use of the Auditorium by Tenant. In connection with Landlord's use of the Auditorium pursuant to this Section 1.1.1.1, Landlord shall reimburse Tenant for Tenant's actual, reasonable out-of-pocket costs of the increased janitorial and security services and utilities that Tenant will be required to provide during a Landlord event in the Auditorium.

1.1.1.2 **Fitness Center**. As part of constructing the Base, Shell and Core, as further described in the Work Letter, Landlord, at Landlord's sole expense, shall construct a fitness center located on the first floor of the Building, as shown on **Exhibit A-2** attached hereto (the "**Fitness Center**"), which Fitness Center shall be part of the Premises. Landlord shall operate the Fitness Center by providing basic towel service, janitorial service and other services consistent with Fitness Centers operated by landlords of Comparable Buildings (and in no event is Landlord required to offer fitness classes or training services). Landlord's costs of operating the Fitness Center shall be included in Operating Expenses, except as is otherwise provided for in this Lease, and Landlord shall not charge individual users of the Fitness Center a separate charge or fee for use of the Fitness Center. Notwithstanding the foregoing, upon no less than sixty (60) days prior written notice from Tenant to Landlord, Tenant shall have the right to take over operation of the Fitness Center. If Tenant elects to take over operation of the Fitness Center, the parties shall reasonably cooperate with each other to facilitate such transition, including execution of commercially reasonable documentation, such as a bill of sale for any fitness equipment. Use of the Fitness Center by Tenant shall be at the sole risk of Tenant and Landlord assumes no liability or risk associated with Tenant's use of the Fitness Center. Tenant acknowledges that use of the Fitness Center may be unsupervised and unattended. If Landlord is operating the Fitness Center, Tenant acknowledges that each officer or employee of Tenant who desires to use the Fitness Center will be required to sign and deliver to Landlord, a commercially reasonable release of liability agreement in such form as is customary in the industry and as may be revised by Landlord from time to time. Landlord shall have the right, at Landlord's reasonable discretion, and in consultation with Tenant, to modify from time-to-time (but not permanently eliminate) the provision of services available at the Fitness Center.

1.1.2 **Project**. The site plan depicting the contemplated configuration of the Project is attached hereto as **Exhibit A-1**. Notwithstanding the foregoing or anything contained in this Lease to the contrary, Landlord has no obligation to expand or otherwise make any improvements within the Project (other than Landlord's obligation to perform all work necessary for the Final Condition (as described in Section 1.3 of the Work Letter) and the obligation to construct Buildings 1 and 2 within Phase 1 so that Tenant's Right of First Offer described in Section 1.3, below shall be exercisable).

1.1.3 **Common Areas**. Tenant shall have the non-exclusive right (except for the exclusive right to use the Fitness Center, as set forth below, and except as otherwise set forth in this Lease) to use in common with other tenants in the Project, and subject to the Rules and Regulations referred to in Article 5 of this Lease, those portions of the Project which are provided, from time to time, for use in common by Landlord, Tenant and any other tenants of the Project (such areas, together with such other portions of the Project designated by Landlord, in its discretion, including certain areas designated for the exclusive use of certain tenants, or to be shared by Landlord and certain tenants, are collectively referred to herein as the "**Common Areas**"). Subject to Landlord's Obligations to Minimize Tenant Interference (defined below) and the further restrictions set forth in Section 1.1.4, below, Landlord (and/or any other owners of the Project) reserves the right from time to time to: (1) make Renovations (as defined in Section 29.30 below), and (y) expand or decrease the size of the Project and any Common Areas and other elements thereof, including adding, deleting and/or excluding buildings (including the Other Project Buildings) thereon and therefrom, but not deleting or excluding the Other Phase Buildings or the Common Areas within Phase 1; (2) close temporarily any of the Common Areas while engaged in making repairs, improvements or alterations to the Project, but any closures of the Parking Facilities during regular business hours shall include the provision of temporary parking in the Project or another location in reasonable proximity to the Parking Facilities; and (3) perform such other acts and make such other changes with respect to the Project as Landlord may, in the exercise of good faith business judgment, deem to be reasonably appropriate. The preceding sentence is not applicable to the Amenities, and Landlord's right to make changes to the Amenities is limited as set forth in Section 1.1.4, below. The manner in which the Common Areas are maintained and operated shall be at the reasonable discretion of Landlord and the use thereof shall be subject to the Rules and Regulations. Except as and to the limited extent specifically required for Landlord to perform Landlord's obligations under this Lease or required by Applicable Laws, Landlord may not (i) materially and adversely affect Tenant's right to use or access the Premises for the Permitted Use or otherwise preclude Tenant from using the Premises for the Permitted Use, (ii) materially and adversely affect Tenant's ability to access or use the Parking Facilities (as defined in Article 28 below) or Amenities in accordance with Tenant's rights set forth in this Lease (any decrease in the number of parking passes available to Tenant being deemed a material and adverse effect on Tenant's access and use of the Parking Facilities), or (iii) materially and adversely affect Tenant's ability to access or use the Common Areas within Phase 1, in each instance, other than temporary impacts caused by repairs, maintenance, renovations or replacements necessary to keep the Project in a first-class condition; and moreover, in exercising any rights under this Lease, Landlord shall use commercially reasonable efforts to minimize any material adverse effect upon Tenant's ability to use the Premises for the Permitted Use, use the Parking Facilities and Amenities as contemplated by this Lease, and use of the Common Areas providing access to the Premises and Parking Facilities (collectively, "**Landlord's Obligations to Minimize Tenant Interference**").

1.1.4 **Amenities**. Except as set forth below, Tenant's use of any other amenity areas within the Project shall only be accessible to Tenant, if Landlord (or Landlord's affiliate) makes the amenity areas available to Tenant (provided, however, that the only amenity areas which Landlord may not offer to Tenant are those provided solely to tenants of other Phases of the Project but not offered to tenants of Phase 1), and Tenant, in Tenant's sole discretion elects, in writing, to utilize such amenity areas. If Tenant makes such election, then the costs of operating, repairing, and maintaining such future amenities shall be included in Direct Expenses, subject to Section 4.3, below.

1.1.4.1 **Food and Beverage Space**. As part of constructing the Base, Shell and Core, as further described in the Work Letter, Landlord, at Landlord's sole expense, shall construct a food and beverage space on the first floor of the Building, as shown on **Exhibit A-2** attached hereto (the "**Food and Beverage Space**"), which Food and Beverage Space shall be Common Area, and shall be available for non-exclusive use by Tenant, the other tenants of the Project, and the general public. Landlord shall operate the Food and Beverage Space, but may delegate its responsibilities hereunder to a food and beverage operator in which case such operator shall have all the rights of control attributed hereby to the Landlord. The costs of operating the Food and Beverage Space shall be excluded from Direct Expenses (as that term is defined in Section 4.2.2, below). The Food and Beverage Space shall be open and operating providing food service, and available for Tenant's use, on the latest of (i) the date that Tenant commences to conduct business from the Premises, and (ii) the Lease Commencement Date (collectively, the "**Amenity Opening Date**"). Notwithstanding the foregoing, if the Food and Beverage Space is not open and operating as of the Amenity Opening Date, then Landlord, as Tenant's sole remedy, shall make alternative food service available to Tenant within reasonable proximity to the Premises, such as by providing access to food trucks or temporary cafeterias in other areas of the Project. At Tenant's request, Landlord shall consult with Tenant, and consider recommendations, on the provision of such temporary food service. Landlord shall have the right, at Landlord's sole discretion, to modify from time-to-time (but not permanently eliminate) the provision of services available at the Food and Beverage Space. Tenant's use of the Food and Beverage Space shall be subject to reasonable rules and regulations reasonably promulgated by Landlord from time to time. Furthermore, Landlord shall have the right, at Landlord's sole discretion, to perform Renovations (as defined in Section 29.30, below) to the Food and Beverage Space, and to otherwise (1) close temporarily the Food and Beverage Space while engaged in making repairs, improvements or alterations to the Food and Beverage Space; and (2) perform such other acts and make such other changes with respect to the Food and Beverage Space as Landlord may, in the exercise of good faith business judgment, deem to be reasonably appropriate, so long as such changes permit the Food and Beverage Space to continue to provide food and/or beverage service available for Tenant's use at materially the same quality of service previously provided for therein, or which is otherwise consistent with the nature of the Project.

1.1.5 **Access**. Except when and where Tenant's right of access is specifically excluded in this Lease, Tenant shall have the right of access to the Premises, the Building, and the Parking Facilities twenty-four (24) hours per day, seven (7) days per week during the "Lease Term," as that term is defined in Section 2.1 below.

1.2 **Stipulation of Rentable Square Feet of Premises and Building**. For purposes of this Lease, "rentable square feet" of the Premises shall be stipulated as set forth in Section 2.2 of the Summary to include the categorization of usable and rentable square footage within the Project that are then included in the Premises, the calculations, methodology, and assumptions detailed in that certain Preliminary Report prepared by Stevenson Systems prepared for Kilroy Realty Corporation, dated 03-13-2019, Report ID R17 (collectively, the "**BOMA Assumptions**"). Further, Landlord and Tenant hereby stipulate and agree that the rentable area of the Premises, based on the Base Building Plans (as that term is defined in Section 1.1 of the Work Letter) and BOMA Assumptions is as set forth in Section 2.2 of the Summary, and that such rentable area was calculated to include certain usable area of the Food and Beverage Space. Tenant may not object to the methodology or assumptions used to determine RSF of the Premises or Building as set forth in this Lease. Within ninety (90) days after the Delivery Date, either Landlord or Tenant may remeasure the Premises in accordance with Standard Methods of Measurement and Calculating Rentable Area – 2017 (Method A) (ANSI/BOMA Z65.1-2017) and its accompanying guidelines (collectively, "**BOMA 2017**") and the BOMA Assumptions; provided that the total RSF of the Premises shall not be increased by more than three percent (3%). Landlord and Tenant agree that if there is any difference between BOMA 2017 and the BOMA Assumptions, then the BOMA Assumptions shall govern and control. Landlord's failure to deliver written notice of such objection within said ninety (90) day period shall be deemed to constitute Landlord's acceptance of RSF set forth in this Lease. Tenant's failure to deliver written notice of such objection within said ninety (90) day period shall be deemed to constitute Tenant's acceptance of RSF set forth in this Lease. If Landlord remeasures the Premises, Landlord shall deliver written notice of the new RSF of the Premises to Tenant. If elects to remeasure the Premises or if Tenant objects to Landlord's determination of the RSF of the Premises, Landlord's space planner/architect and Tenant's space planner/architect shall promptly meet and attempt to agree upon the RSF of the Premises as measured using the BOMA Assumptions. If Landlord's space planner/architect and Tenant's space planner/architect cannot agree on the RSF of the Premises within thirty (30) days after Tenant's objection thereto, Landlord and Tenant shall mutually select an independent third party space measurement professional (who shall have been active over the ten (10) year period ending on the date of such appointment in the measurement of Comparable Buildings (as defined in **Exhibit H**), and has not represented Landlord and/or Tenant during the five (5) year period prior to such appointment) to determine the RSF of the Premises, subject to the limitations set forth herein. Such third party independent measurement professional's determination shall be conclusive and binding on Landlord and Tenant. Landlord and Tenant shall equally split the fees and expenses of the independent third party space measurement professional. If the Lease Term commences prior to the final determination of the RSF of the Premises, the RSFs set forth in this Lease shall be utilized until a final determination of the RSF of the Premises is made, whereupon an appropriate adjustment, if necessary, shall be made retroactively, and Landlord shall make appropriate payment (if applicable) to Tenant. In the event that pursuant to the procedure described in this Section 1.2 above, it is determined that the actual RSF of the Premises is different form the RSF in this Lease, all amounts, percentages and figures appearing or referred to in this Lease based upon such incorrect amount (including, without limitation, the amount of the Rent, as those term is defined in Section 4.1 of this Lease, the amount of the Security Deposit, the amount of the Improvement Allowance and Additional Allowance, as those terms are defined in Section 2.1 of the Work Letter) shall be modified in accordance with such determination; provided that the total RSF of the Premises shall not be increased by more than three percent (3%). If such determination is made, it will be confirmed in writing by Landlord to Tenant.

1.3 **Right of First Offer for Buildings 1 and 2**. As of the Date of this Lease, and continuing during the initial Lease Term, Tenant shall have an ongoing right of first offer (the "**Right of First Offer**") with respect to the entirety of the space located in Building 1 and Building 2 of Phase 1 of the Project (the "**First Offer Space**"), on the terms and conditions set forth in this Section 1.3. Notwithstanding the foregoing, and subject to the terms and conditions of Section 1.3.6 below, such Right of First Offer shall be subordinate to (i) the first lease or leases entered into by Landlord for the First Offer Space and (ii) the first lease (an "**Intervening Lease**") entered into by Landlord during any period in which Tenant is not entitled to exercise its Right of First Offer and all expansion rights set forth in any Intervening Lease (collectively, the "**Superior Leases**", and the tenants under such Superior Leases are "**Superior Right Holders**") (including, in each instance, renewals of any such Superior Leases, irrespective of whether any such renewals are currently set forth in such leases or are subsequently granted or agreed upon, and regardless of whether such renewals are consummated pursuant to a lease amendment or a new lease). As of the Date of this Lease, there are not any Superior Right Holders. Notwithstanding any contrary provision in the lease of any Superior Right Holder, such rights of any Superior Right Holder shall continue to be superior to Tenant's Right of First Offer in the event that such Superior Right Holder's lease is renewed or otherwise modified (and irrespective of whether any such renewal is currently set forth in such lease or is subsequently granted or agreed upon, and regardless of whether such renewal is consummated pursuant to a lease amendment or a new lease).

1.3.1 **Procedure for Offer**. From time to time, prior to leasing the First Offer Space to a third party (other than to a Superior Right Holder), Landlord shall deliver written notice to Tenant (the "**First Offer Notice**") (a) describing the First Offer Space (or portion thereof) that is then available and pursuant to such First Offer Notice, (b) offering to lease to Tenant the First Offer Space described in the First Offer Notice, and (c) setting forth the "Economic Terms" (as that term is defined herein below), the proposed term length and anticipated delivery date upon which Landlord is willing to lease such space to Tenant. As used in this Section 1.3, "**Economic Terms**" shall refer to: (i) the rental rate; (ii) the amount of any improvement allowance or the value of any work to be performed by Landlord in connection with the lease of such space (which amount is a deduction from the cost to Tenant or such other party); (iii) the amount of free rent or abated rent; and (iv) any other monetary concessions.

1.3.2 **Procedure for Acceptance**. If Tenant wishes to exercise Tenant's Right of First Offer with respect to the space described in the First Offer Notice, then within ten (10) days of delivery of the First Offer Notice to Tenant, Tenant shall have the right to deliver notice to Landlord ("**Tenant's First Offer Exercise Notice**") of Tenant's election to exercise its right of first offer with respect to the entire space described in the First Offer Notice on the terms contained in such notice. If Tenant does not deliver Tenant's First Offer Exercise Notice within the ten (10) day period, then Landlord shall be free to enter into a lease ("**Third Party Lease**") for the space described in the First Offer Notice to anyone to whom Landlord desires on any terms Landlord desires; provided, however, during the 180-day period following the initial delivery of the First Offer Notice to Tenant, if the Economic Terms that Landlord is prepared to accept under a Third Party Lease are greater than seven and five-tenths percent (7.5%) more favorable to the tenant than the Economic Terms offered by Landlord to Tenant (as determined using a "Net Equivalent Lease Rate", as defined in **Exhibit H** attached hereto), then Landlord shall first make an offer of such more favorable Economic Terms (as such Economic Terms are determined using a Net Equivalent Lease Rate and adjusted to account for the difference, if any, in the lease term offered to Tenant and the lease term offered to such third party) (the "**New Offer Terms**") to Tenant by written notice (the "**Additional Notice**") setting forth the New Offer Terms, and Tenant shall have five (5) business days from Tenant's receipt of the Additional Notice to accept the New Offer Terms set forth in the Additional Notice (which procedure shall be repeated until Landlord enters into a lease or lease amendment with respect to such First Offer Space which does not require Landlord to deliver another Additional Notice to Tenant pursuant to the terms of this paragraph or Tenant exercises such Right of First Offer, as applicable). If Landlord does not lease the First Offer Space within the foregoing one hundred eighty (180) day period, then Landlord shall also provide Tenant with an Additional Notice prior to entering into a Third Party Lease.

1.3.3 **First Offer Term**. Tenant shall commence payment of Rent for the First Offer Space, and the term of the First Offer Space (the "**First Offer Term**") shall commence on the date set forth in the First Offer Notice and shall terminate concurrently with Tenant's lease of the Premises; provided, however, the First Offer Term shall not be less than ten (10) years and if less than ten (10) years are remaining in the Lease Term of this Lease, then the Lease Term of this Lease shall be extended to be coterminous with the First Offer Term, and all terms of this Lease will be appropriately adjusted to reflect the change in the Lease Term, with (i) the extension of the then-existing Premises being on all of the same terms and conditions as this Lease (including annual increases in Base Rent of 3.5%), provided that the then-existing Premises will be leased in its "as is" condition for any extended term and no improvement allowance will be paid on account of the existing Premises, (ii) the lease of the First Offer Space on all of the terms and conditions set forth in the First Offer Notice, and (iii) Tenant's rights to the Option Terms pursuant to Section 2.2 will apply to the entire Premises, as expanded to include the First Offer Space.

1.3.4 **Construction in First Offer Space**. Tenant shall take the First Offer Space in its "as is" condition (except as otherwise provided in the First Offer Notice), and Tenant's construction of improvements in the First Offer Space shall comply with the terms of Article 8 of the First Offer Lease (defined below). Any improvement allowance to which Tenant may be entitled shall be as set forth in the First Offer Notice.

1.3.5 **New Lease**. If Tenant timely exercises its Right of First Offer as set forth herein, then Landlord and Tenant shall, within thirty (30) days thereafter, execute a new lease for such First Offer Space (the "**First Offer Lease**"), which First Offer Lease shall be on the same TCCs of this Lease, except as provided in the First Offer Notice and this Section 1.3 to the contrary. In no event shall the TCCs of Section 1.4, below apply to the First Offer Lease. Notwithstanding the foregoing, the failure of Landlord and Tenant to execute and deliver such First Offer Lease shall not affect an otherwise valid exercise of Tenant's first offer rights or the parties' rights and responsibilities in respect thereof.

1.3.6 **Termination of Right of First Offer**. The Right of First Offer shall be personal to the original Tenant set forth in this Lease (the "**Original Tenant**") and any Permitted Transferee Assignee (as that term is defined in Section 14.8, below). Tenant shall not have the right to lease First Offer Space, as provided in this Section 1.3, if, as of the date of the attempted exercise of any Right of First Offer by Tenant, or, at Landlord's option, as of the scheduled date of delivery of such First Offer Space to Tenant, (i) Tenant failed to timely exercise its Right of First Offer with respect to such particular First Offer Space, (ii) Tenant has received written notice that Tenant is then in monetary or material non-monetary default under this Lease, which default remains uncured, (iii) Tenant has been in monetary or material non-monetary default under this Lease (beyond the applicable notice and cure periods) more than once during the preceding twelve (12) month period, and/or (iv) Original Tenant and/or its Permitted Transferee Assignee is not in occupancy of at least seventy percent (70%) of the entire then-existing Premises.

1.4 **Right of First Offer for Multi-Tenant Space in Phase 2**. As of the Date of this Lease, and continuing during the initial Lease Term, Tenant shall have one-time right of first offer (the "**Phase 2 Right of First Offer**") with respect to any life-science space within a particular building within Phase 2 of the Project which consists of less than the entirety of the life-science space within such building (i.e., consists of life-science space within a multi-tenant building) (the "**Phase 2 First Offer Space**"), on the terms and conditions set forth in this Section 1.4.

1.4.1 **Procedure for Offer**. From time to time, prior to leasing the Phase 2 First Offer Space to a third party (other than to a Superior Right Holder), Landlord shall deliver written notice to Tenant (the "**Phase 2 First Offer Notice**") (a) describing the Phase 2 First Offer Space (or portion thereof) that is then available and pursuant to such Phase 2 First Offer Notice, (b) offering to lease to Tenant the Phase 2 First Offer Space described in the Phase 2 First Offer Notice, and (c) setting forth the Economic Terms, the proposed term length and anticipated delivery date upon which Landlord (or an affiliate of Landlord) is willing to lease such space to Tenant.

1.4.2 **Procedure for Acceptance**. If Tenant wishes to exercise Tenant's Phase 2 Right of First Offer with respect to the space described in the Phase 2 First Offer Notice, then within ten (10) days of delivery of the Phase 2 First Offer Notice to Tenant, Tenant shall have the right to deliver notice to Landlord ("**Tenant's Phase 2 First Offer Exercise Notice**") of Tenant's election to exercise its Phase 2 Right of First Offer with respect to the entire space described in the Phase 2 First Offer Notice on the terms contained in such notice. If Tenant does not deliver Tenant's Phase 2 First Offer Exercise Notice within the ten (10) day period, then Landlord (or an affiliate of Landlord) shall be free to enter into Third Party Lease for the space described in the Phase 2 First Offer Notice to anyone to whom Landlord (or such affiliate of Landlord) desires on any terms Landlord (or such affiliate of Landlord) desires; provided, however, during the 180-day period following the initial delivery of the Phase 2 First Offer Notice to Tenant, if the Economic Terms that Landlord (or such affiliate of Landlord) is prepared to accept under a Third Party Lease are greater than seven and five-tenths percent (7.5%) more favorable to the tenant than the Economic Terms offered by Landlord to Tenant (as determined using a Net Equivalent Lease Rate), then Landlord shall first make an offer of such more favorable Economic Terms (as such Economic Terms are determined using a Net Equivalent Lease Rate and adjusted to account for the difference, if any, in the lease term offered to Tenant and the lease term offered to such third party) (the "**Phase 2 New Offer Terms**") to Tenant by written notice (the "**Phase 2 Additional Notice**") setting forth the Phase 2 New Offer Terms, and Tenant shall have five (5) business days from Tenant's receipt of the Phase 2 Additional Notice to accept the Phase 2 New Offer Terms set forth in the Phase 2 Additional Notice (which procedure shall be repeated until Landlord (or such affiliate of Landlord) enters into a lease or lease amendment with respect to such Phase 2 First Offer Space which does not require Landlord to deliver another Phase 2 Additional Notice to Tenant pursuant to the terms of this paragraph or Tenant exercises such Phase 2 Right of First Offer, as applicable). If Landlord (or such affiliate of Landlord) does not lease the Phase 2 First Offer Space within the foregoing one hundred eighty (180) day period, then Landlord shall also provide Tenant with an Phase 2 Additional Notice prior to entering into a Third Party Lease for Phase 2 First Offer Space.

1.4.3 **Phase 2 First Offer Term**. Tenant shall commence payment of Rent for the Phase 2 First Offer Space, and the term of the Phase 2 First Offer Space (the "**Phase 2 First Offer Term**") shall commence on the date set forth in the Phase 2 First Offer Notice and shall terminate concurrently with Tenant's lease of the Premises; provided, however, the Phase 2 First Offer Term shall not be less than ten (10) years and if less than ten (10) years are remaining in the Lease Term of this Lease, then the Lease Term of this Lease shall be extended to be coterminous with the Phase 2 First Offer Term, and all terms of this Lease will be appropriately adjusted to reflect the change in the Lease Term, with (i) the extension of the then-existing Premises being on all of the same terms and conditions as this Lease (including annual increases in Base Rent of 3.5%), provided that the then-existing Premises will be leased in its "as is" condition for any extended term and no improvement allowance will be paid on account of the existing Premises, (ii) the lease of the Phase 2 First Offer Space on all of the terms and conditions set forth in the Phase 2 First Offer Notice, and (iii) Tenant's rights to the Option Terms pursuant to Section 2.2 will apply to the entire Premises, as expanded to include the Phase 2 First Offer Space.

1.4.4 **Construction in Phase 2 First Offer Space**. Tenant shall take the Phase 2 First Offer Space in its "as is" condition (except as otherwise provided in the Phase 2 First Offer Notice), and Tenant's construction of improvements in the Phase 2 First Offer Space shall comply with the terms of Article 8 of the Phase 2 First Offer Lease (defined below). Any improvement allowance to which Tenant may be entitled shall be as set forth in the Phase 2 First Offer Notice.

1.4.5 **New Lease**. If Tenant timely exercises its Phase 2 Right of First Offer as set forth herein, then Landlord (or an affiliate of Landlord) and Tenant shall, within thirty (30) days thereafter, execute a new lease for such Phase 2 First Offer Space (the "**Phase 2 First Offer Lease**"), which Phase 2 First Offer Lease shall be on the same TCCs of this Lease, except as provided in the Phase 2 First Offer Notice and this Section 1.4 to the contrary, with appropriate modifications to account for the multi-tenant nature of the Phase 2 First Offer Space. In no event shall the TCCs of Section 1.4, below apply to the Phase 2 First Offer Lease. Notwithstanding the foregoing, the failure of Landlord (or affiliate of Landlord) and Tenant to execute and deliver such Phase 2 First Offer Lease shall not affect an otherwise valid exercise of Tenant's first offer rights or the parties' rights and responsibilities in respect thereof.

1.4.6 **Termination of Phase 2 Right of First Offer**. The Phase 2 Right of First Offer shall be personal to the Original Tenant and any Permitted Transferee Assignee. Tenant shall not have the right to lease Phase 2 First Offer Space, as provided in this Section 1.4, if, as of the date of the attempted exercise of any Phase 2 Right of First Offer by Tenant, or, at Landlord's option, as of the scheduled date of delivery of such Phase 2 First Offer Notice to Tenant, (i) Tenant has received written notice that Tenant is then in monetary or material non-monetary default under this Lease, which default remains uncured, (ii) Tenant has been in monetary or material non-monetary default under this Lease (beyond the applicable notice and cure periods) more than once during the preceding twelve (12) month period, and/or (iii) Original Tenant and/or its Permitted Transferee Assignee is not in occupancy of at least seventy percent (70%) of the entire then-existing Premises. Furthermore, Landlord shall not be obligated to deliver a Phase 2 First Offer Notice more than once (and Tenant's Phase 2 Right of First Offer shall terminate upon Landlord's delivery of any Phase 2 First Offer Notice, subject to Landlord's obligations to re-offer set forth in Section 1.4.2 above). Tenant's Phase 2 Right of First Offer shall terminate upon the earlier of (a) Landlord's Sale (as defined in Section 29.20 below) of Phase 2 and (b) on the first day of the last twelve (12) months of the Lease Term (or otherwise on the date that Tenant as waived or failed to exercise any Option to Extend pursuant to Section 2.2 below), including any extensions of the Lease Term pursuant to Section 2.2 below.

ARTICLE 2

LEASE TERM; OPTION TERMS

2.1 **In General**. The TCCs and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease (the "**Lease Term**") shall be as set forth in Section 3.1 of the Summary, shall commence on the date set forth in Section 3.2 of the Summary (the "**Lease Commencement Date**"), and shall terminate on the date set forth in Section 3.3 of the Summary (the "**Lease Expiration Date**") unless this Lease is sooner terminated or extended as provided in this Lease. Notwithstanding anything herein to the contrary, the TCCs of this Lease shall begin as of the Date of this Lease for purposes of Section 365(h)(1)(A)(ii) of Chapter 11 of the United States Bankruptcy Code or any similar federal or state legislation, but measurement of tis duration and the time for the performance of the obligations of the parties hereto shall be governed by the other provisions of this Lease. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) calendar month period during the Lease Term; provided, however, that the first Lease Year shall commence on the Lease Commencement Date and end on the last day of the month in which the first anniversary of the Lease Commencement Date occurs (or if the Lease Commencement Date is the first day of a calendar month, then the first Lease Year shall commence on the Lease Commencement Date and end on the day immediately preceding the first anniversary of the Lease Commencement Date), and the second and each succeeding Lease Year shall commence on the first day of the next calendar month; and further provided that the last Lease Year shall end on the Lease Expiration Date. For purposes of this Lease, the term "**Lease Month**" shall mean each succeeding calendar month during the Lease Term; provided that the first Lease Month shall commence on the Lease Commencement Date and shall end on the last day of the first (1st) full calendar month of the Lease Term and that the last Lease Month shall expire on the Lease Expiration Date. At any time during the Lease Term, Landlord may deliver to Tenant a notice in the form as set forth in **Exhibit C**, attached hereto, as a confirmation only of the information set forth therein, which Tenant shall execute and return to Landlord within ten (10) business days of receipt thereof.

2.2 **Option Terms**.

2.2.1 **Option Right**. Landlord hereby grants the Original Tenant and its Permitted Transferee Assignee, two (2) options (each, an "**Option to Extend**") to extend the then current Lease Term for the entire Premises each by a period of five (5) years (each an "**Option Term**"). Each such option shall be exercisable only by "Notice" (as that term is defined in Section 29.18 of this Lease) delivered by Tenant to Landlord as provided below, provided that, as of the date of delivery of such Notice, (i) Tenant has not received written notice that Tenant is then in monetary or material non-monetary default under this Lease, which default remains uncured, and (ii) Tenant has not been in monetary or material non-monetary default under this Lease (beyond the applicable notice and cure periods) more than once during the preceding twelve (12) month period. Upon the proper exercise of such Option to Extend, the Lease Term, as it applies to the entire Premises, shall be extended for a period of five (5) years. The rights contained in this Section 2.2 shall only be exercised by the Original Tenant or its Permitted Transferee Assignee (and not any other assignee, sublessee or other transferee of the Original Tenant's interest in this Lease) if Original Tenant and/or its Permitted Transferee Assignee is in occupancy of at least seventy percent (70%) of the entire then-existing Premises.

2.2.2 **Option Rent**. The Rent payable by Tenant during the Option Term (the "**Option Rent**") shall be equal to the "Market Rent," as that term is defined in, and determined pursuant to, **Exhibit H** attached hereto.

2.2.3 **Exercise of Option**. The Options to Extend contained in this Section 2.2 shall be exercised by Tenant, if at all, only in the manner set forth in this Section 2.2. Tenant shall deliver notice (the "**Exercise Notice**") to Landlord not more than eighteen (18) months nor less than twelve (12) months prior to the expiration of the then current Lease Term or Option Term, as relevant, stating that Tenant is exercising its option. Landlord shall deliver notice (the "**Landlord Response Notice**") to Tenant on or before the date which is thirty (30) days after Landlord's receipt of the Exercise Notice, setting forth Landlord's calculation of the Option Rent (the "**Landlord's Option Rent Calculation**"). Within ten (10) business days of its receipt of the Landlord Response Notice, Tenant may, at its option, accept the Option Rent contained in the Landlord's Option Rent Calculation. If Tenant does not affirmatively accept or Tenant rejects the Option Rent specified in the Landlord's Option Rent Calculation, the parties shall follow the procedure set forth in Section 2.2.4 below, and the Option Rent shall be determined in accordance with the terms of Section 2.2.4 below.

2.2.4 **Determination of Market Rent**. In the event Tenant timely and appropriately exercises its Option to Extend but rejects the Option Rent set forth in the Landlord's Option Rent Calculation pursuant to Section 2.2.3, above, then Landlord and Tenant shall attempt to agree upon the Option Rent using their best good-faith efforts. If Landlord and Tenant fail to reach agreement upon the Option Rent applicable to the Option Term on or before the date that is ninety (90) days prior to the expiration of the initial Lease Term or Option Term, as relevant (the "**Outside Agreement Date**"), then the Option Rent shall be determined by arbitration pursuant to the terms of this Section 2.2.4. Each party shall make a separate determination of the Option Rent, within five (5) business days following the Outside Agreement Date (the "**Option Rent Submittals**"), and such Option Rent Submittals shall be submitted to arbitration in accordance with Section 2.2.4.1 through Section 2.2.4.3, below.

2.2.4.1 Within ten (10) days after the Outside Agreement Date, Landlord and Tenant shall appoint a MAI appraiser or real estate broker who shall have been active over the ten (10) year period ending on the date of such appointment in the appraising and/or leasing of Comparable Buildings (as defined in **Exhibit H**), and has not represented Landlord and/or Tenant during the five (5) year period prior to such appointment ("**Neutral Arbitrator**"). Neither the Landlord or Tenant may, directly, or indirectly, consult with the Neutral Arbitrator prior or subsequent to his or her appearance. The Neutral Arbitrator shall be retained via an engagement letter jointly prepared by Landlord's counsel and Tenant's counsel. The Neutral Arbitrator shall determine whether Landlord's or Tenant's Option Rent Submittal is the Option Rent.

2.2.4.2 Concurrently with the appointment of the Neutral Arbitrator, Landlord and Tenant shall enter into an arbitration agreement (the "**Arbitration Agreement**") which shall set forth the following:

2.2.4.2.1 An agreement to be signed by the Neutral Arbitrator, the form of which agreement shall be attached as an exhibit to the Arbitration Agreement, whereby the Neutral Arbitrator shall agree to undertake the arbitration and render a decision in accordance with the terms of this Lease, as modified by the Arbitration Agreement, and shall require the Neutral Arbitrator to demonstrate to the reasonable satisfaction of the parties that the Neutral Arbitrator has no conflicts of interest with either Landlord or Tenant;

2.2.4.2.2 Instructions to be followed by the Neutral Arbitrator when conducting such arbitration;

2.2.4.2.3 That Landlord and Tenant shall each have the right to submit to the Neutral Arbitrator (with a copy to the other party), on or before the date that occurs ten (10) business days following the appointment of the Neutral Arbitrator, an advocate statement (and any other information such party deems relevant) prepared by or on behalf of Landlord or Tenant, as the case may be, in support of Landlord's or Tenant's respective determination of Option Rent (the "**Briefs**");

2.2.4.2.4 That within five (5) business days following the exchange of Briefs, Landlord and Tenant shall each have the right to provide the Neutral Arbitrator (with a copy to the other party) with a written rebuttal to the other party's Brief (the "**Rebuttals**"); provided, however, such Rebuttals shall be limited to the facts and arguments raised in the other party's Brief and shall identify clearly which argument or fact of the other party's Brief is intended to be rebutted;

2.2.4.2.5 The date, time and location of the arbitration, which shall be mutually and reasonably agreed upon by Landlord and Tenant, taking into consideration the schedules of the Neutral Arbitrator, Landlord and Tenant, and each party's applicable consultants, which date shall in any event be within thirty (30) days following the appointment of the Neutral Arbitrator;

2.2.4.2.6 That no discovery shall take place in connection with the arbitration, other than to verify the factual information that is presented by Landlord or Tenant;

2.2.4.2.7 That the Neutral Arbitrator shall not be allowed to undertake an independent investigation or consider any factual information other than presented by Landlord or Tenant, except that the Neutral Arbitrator shall be permitted to visit the Project and the buildings containing the Comparable Transactions;

2.2.4.2.8 The specific persons that shall be allowed to attend the arbitration;

2.2.4.2.9 Tenant shall have the right to present oral arguments to the Neutral Arbitrator at the arbitration for a period of time not to exceed three (3) hours ("**Tenant's Statement**");

2.2.4.2.10 Following Tenant's Statement, Landlord shall have the right to present oral arguments to the Neutral Arbitrator at the arbitration for a period of time not to exceed three (3) hours ("**Landlord's Statement**");

2.2.4.2.11 Following Landlord's Statement, Tenant shall have up to two (2) additional hours to present additional arguments and/or to rebut the arguments of Landlord ("**Tenant's Rebuttal Statement**");

2.2.4.2.12 Following Tenant's Rebuttal Statement, Landlord shall have up to two (2) additional hours to present additional arguments and/or to rebut the arguments of Tenant;

2.2.4.2.13 That, not later than ten (10) days after the date of the arbitration, the Neutral Arbitrator shall render a decision (the "**Ruling**") indicating whether Landlord's or Tenant's submitted Option Rent is closer to the Option Rent;

2.2.4.2.14 That following notification of the Ruling, Landlord's or Tenant's Option Rent Submittals, whichever is selected by the Neutral Arbitrator as being closer to the Option Rent shall become the then applicable Option Rent; and

2.2.4.2.15 That the decision of the Neutral Arbitrator shall be binding on Landlord and Tenant.

2.2.4.2.16 If a date by which an event described in Section 2.2.4.3, above, is to occur falls on a weekend or a holiday, the date shall be deemed to be the next business day.

2.2.4.3 In the event that the Option Rent shall not have been determined pursuant to the terms hereof prior to the commencement of the Option Term, Tenant shall be required to pay one hundred and three percent (103%) of the Base Rent then in effect; provided that such Base Rent shall not be less than the Market Rent that Tenant submitted to arbitration nor higher than the Market Rent that Landlord submitted to arbitration, and upon the final determination of the Option Rent, (i) the payments made by Tenant shall be reconciled with the actual amounts due, and the appropriate Party shall make any corresponding payment to the other Party within thirty (30) days after the Option Rent has been finally determined, and (ii) the Parties shall execute an amendment confirming the Option Rent. Notwithstanding the foregoing, either Party's failure to execute such amendment shall not affect the validity of such determination.

2.3 **Beneficial Occupancy**. Subject to the terms of this Section 2.3, if the Improvements are substantially completed prior to the Lease Commencement Date and the Final Condition Date has occurred, Tenant shall have the right thereafter to occupy the Premises prior to the Lease Commencement Date for the conduct of Tenant's business; provided that (i) Tenant shall give Landlord at least ten (10) days' prior written notice of any occupancy of the Premises for the conduct of Tenant's business, (ii) Tenant has delivered to Landlord satisfactory evidence of the insurance coverage required to be carried by Tenant in accordance with Article 10 below, and (iii) except as provided hereinbelow, all of the terms and conditions of the Lease shall apply as though the Lease Commencement Date had occurred (although the Lease Commencement Date shall not actually occur until the occurrence of the same pursuant to the terms of Section 2.1, above) upon Tenant's commencement of the conduct of its business in the Premises; provided, however, notwithstanding the foregoing, Tenant shall have no obligation to pay Base Rent or Tenant's Share of Direct Expenses attributable to the Premises, though Tenant shall be obligated to pay utility costs pursuant to Article 6 below, and all other Additional Rent, if any, during such period.

2.4 **Short-Term Option**. Original Tenant shall have the one-time right, upon written notice to Landlord not less than twelve (12) months prior to the expiration of the initial Lease Term, to extend the initial Lease Term for a period of up to six (6) months (as so designated, the "**Short Extended Term**"), in which case the Base Rent payable by Tenant during such Short Extended Term shall equal $8.24 per rentable square foot of the Premises per month, and Tenant shall continue to pay all other Rent during the Short Extended Term pursuant to the TCCs of this Lease.

ARTICLE 3

BASE RENT

3.1 **In General**. Tenant shall pay, without prior notice or demand, to Landlord or Landlord's agent at the management office of the Project, or, at Landlord's option, at such other place as Landlord may from time to time designate in writing, effective no earlier than twenty (20) days after Landlord's delivery of notice, by a check for currency which, at the time of payment, is legal tender for private or public debts in the United States of America, base rent ("**Base Rent**") as set forth in Section 4 of the Summary, payable in equal monthly installments as set forth in Section 4 of the Summary in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction whatsoever, except as is expressly provided for in this Lease. In accordance with Section 4 of the Summary, any increases in Base Rent shall occur on the first day of the applicable Lease Month. The parties acknowledge, however, that Tenant shall pay Base Rent for each "calendar month" of the Lease Term (or a prorated portion of a "calendar month", as applicable), even though the first "Lease Month" may pertain to a period longer than one (1) calendar month. The Base Rent for the first full month of the Lease Term which occurs after the expiration of any free rent period shall be paid on or before January 1, 2021. If any payment of Rent is for a period which is shorter than one month, the Rent for any such fractional month shall accrue on a daily basis during such fractional month and shall total an amount equal to the product of (i) a fraction, the numerator of which is the number of days in such fractional month and the denominator of which is the actual number of days occurring in such calendar month, and (ii) the then-applicable monthly installment of Base Rent. All other payments or adjustments required to be made under the TCCs of this Lease that require proration on a time basis shall be prorated on the same basis.

3.2 **Base Rent Abatement**. Commencing on the first (1st) day of the first (1st) full calendar month of the Lease Term and ending on the last day of the second (2nd) full calendar month of the Lease Term (the "**Base Rent Abatement Period**"), Tenant shall not be obligated to pay any Base Rent otherwise attributable to the Premises during such Base Rent Abatement Period (the "**Base Rent Abatement**"). Landlord and Tenant acknowledge that the aggregate amount of the Base Rent Abatement equals $1,742,811.90 (i.e., $871,405.95 per month), subject to adjustment pursuant to the terms of Section 1.2 above. Tenant acknowledges and agrees that during such Base Rent Abatement Period, such abatement of Base Rent for the Premises shall have no effect on the calculation of any future increases in Base Rent or Direct Expenses payable by Tenant pursuant to the terms of this Lease, which increases shall be calculated without regard to such Base Rent Abatement. Additionally, Tenant shall be obligated to pay all "Additional Rent" (as that term is defined in Section 4.1 of this Lease) during the Base Rent Abatement Period. If this Lease is terminated as a result of Tenant's default under this Lease beyond notice and cure periods, then the dollar amount of the unapplied portion of the Base Rent Abatement as of the date of such default or termination, as the case may be, shall be converted to a credit to be applied to the Base Rent applicable at the end of the Lease Term and Tenant shall immediately be obligated to begin paying Base Rent for the Premises in full.

3.3 **Abated Rent Buy-Out**. Notwithstanding anything above to the contrary, Landlord shall have the right to buy out all or any portion of the Base Rent Abatement at any time prior to the expiration of the Base Rent Abatement Period by (1) providing written notice thereof to Tenant and (2) simultaneously paying to Tenant the amount of Base Rent Abatement then remaining due. If Landlord elects to buy out all or a portion of the Base Rent Abatement, Landlord and Tenant shall, at Landlord's option, enter into an amendment to this Lease. In no event shall Landlord be obligated to pay a commission with respect to the Base Rent Abatement.

ARTICLE 4

ADDITIONAL RENT

4.1 **In General**. In addition to paying the Base Rent specified in Article 3 of this Lease, Tenant shall pay "Tenant's Share" of the annual "Direct Expenses," as those terms are defined in Sections 4.2.6 and 4.2.2, respectively, of this Lease. Such payments by Tenant, together with any and all other amounts payable by Tenant to Landlord pursuant to the TCCs of this Lease, are hereinafter collectively referred to as the "**Additional Rent**," and the Base Rent and the Additional Rent are herein collectively referred to as "**Rent**." All amounts due under this Article 4 as Additional Rent shall be payable for the same periods and in the same manner as the Base Rent. Without limitation on other obligations of Tenant which survive the expiration of the Lease Term, the obligations of Tenant to pay the Additional Rent provided for in this Article 4 shall survive the expiration of the Lease Term.

4.2 **Definitions of Key Terms Relating to Additional Rent**. As used in this Article 4, the following terms shall have the meanings hereinafter set forth:

4.2.1 Intentionally Deleted

4.2.2 "**Direct Expenses**" shall mean "Operating Expenses" and "Tax Expenses."

4.2.3 "**Expense Year**" shall mean each calendar year in which any portion of the Lease Term falls, through and including the calendar year in which the Lease Term expires, provided that Landlord, upon notice to Tenant, may change the Expense Year from time to time to any other twelve (12) consecutive month period, and, in the event of any such change, Tenant's Share of Direct Expenses shall be equitably adjusted for any Expense Year involved in any such change.

4.2.4 "**Operating Expenses**" shall mean all expenses, costs and amounts of every kind and nature which Landlord pays or accrues during any Expense Year because of or in connection with the ownership, management, maintenance, security, repair, replacement, renovation, restoration or operation of the Project, or any portion thereof, in accordance with sound real estate management and accounting practices, consistently applied, subject to allocation pursuant to Section 4.3, below. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following: (i) the cost of supplying all utilities (but excluding the cost of electricity, gas, water and sewer services consumed in the Premises and the premises of other tenants of the Project to the extent Tenant is separately paying for the cost of electricity, gas, water and sewer services pursuant to Section 6.1.2 of this Lease), the cost of operating, repairing, replacing (to the extent they are Reimbursable Capital Expenditures (as defined below) only), maintaining, and restoring the utility, telephone, mechanical, sanitary, and storm drainage systems, and the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Operating Expenses, and the costs incurred in connection with a governmentally mandated transportation system management program or similar program; (iii) the cost of all insurance required or permitted to be carried by Landlord pursuant to Section 10.2, below; (iv) the cost of landscaping, relamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Project, or any portion thereof; (v) costs of operating any amenities serving the Project and the costs incurred in connection with the Parking Facilities, as well as costs incurred in connection with the provision of the Shuttle Service (as that term is defined in Section 29.42); (vi) subject to exclusion (q) below, a management fee, fees and other costs, including consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance, replacement, renovation, repair and restoration of the Project; (vii) payments under any equipment rental agreements and the fair rental value of any management office space; (viii) subject to exclusion (f) below, wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons (other than persons generally considered to be higher in rank than the position of "Senior Asset Manager") engaged in the operation, maintenance and security of the Project; (ix) costs under any Existing Underlying Documents (as that term is defined below); (x) operation, repair, maintenance, renovation, replacement (to the extent they are Reimbursable Capital Expenditures only) and restoration of all systems and equipment and components thereof of the Project; (xi) the cost of janitorial, alarm, security and other services (but excluding the cost of providing janitorial service to the Premises and the premises of other tenants of the Project (as opposed to the Common Areas) to the extent Tenant is separately paying for the cost of providing janitorial services to the Premises pursuant to Section 6.1.5 of this Lease), replacement, renovation, restoration and repair of wall and floor coverings, ceiling tiles and fixtures in Common Areas, maintenance, replacement, renovation, repair and restoration of curbs and walkways, repair to roofs and re-roofing; (xii) amortization of the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Project, or any portion thereof (which amortization calculation shall include a seven percent (7%) interest); (xiii) the cost of capital improvements or other costs incurred in connection with the Project (A) which are reasonably anticipated to reduce Operating Expenses, (B) that are required under Applicable Laws, except for capital repairs, replacements or other improvements to remedy a condition existing prior to the Lease Commencement Date pursuant to the then-current interpretation of such Applicable Laws by the applicable governmental authority as of the Lease Commencement Date, (C) that relate to the safety or security of the Common Areas or (D) repairs, maintenance or improvements solely pertaining to the Building Systems which are "capital in nature" and incurred by Landlord under Section 7.3 below (items (A) through (D) are "**Reimbursable Capital Expenditures**"); provided, however, that any Reimbursable Capital Expenditure shall be amortized with a seven percent (7%) interest rate over the shorter of (Y) its useful life as Landlord shall reasonably determine in accordance with sound real estate management and accounting practices, consistently applied, or (Z) with respect to those items included under item (A) above, their recovery/payback period as Landlord shall reasonably determine in accordance with sound real estate management and accounting practices, consistently applied; (xiv) costs, fees, charges or assessments imposed by, or resulting from any mandate imposed on Landlord by, any federal, state or local government for fire and police protection, trash removal, community services, or other services which do not constitute "Tax Expenses" as that term is defined in Section 4.2.5, below (except as excluded in item (a) or any other exclusion below); and (xv) costs of any additional services not provided to the Project as of the Lease Commencement Date but which are thereafter provided by Landlord in connection with its prudent management of the Project. Notwithstanding the foregoing, for purposes of this Lease, Operating Expenses shall not, however, include:

(a) costs, including marketing costs, legal fees, space planners' fees, advertising and promotional expenses, and brokerage fees incurred in connection with the original construction or development of the Project (including costs of obtaining or complying with development approvals, entitlements, permits or other discretionary approvals, and costs of constructing the Other Project Buildings), or original or future leasing of the Project, and costs, including permit, license and inspection costs, incurred with respect to the installation of improvements made for new tenants initially occupying space in the Project after the Lease Commencement Date or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Project (excluding, however, such costs relating to any Common Areas of the Project or Parking Facilities);

(b) except as set forth in items (xi), (xii), (xiii), and (xiv) above, depreciation, interest and principal payments on mortgages and other debt costs, if any, penalties and interest;

(c) costs for which the Landlord is reimbursed (or would have been reimbursed had Landlord carried the insurance required under this Lease) by any tenant or occupant of the Project or by insurance by its carrier or any tenant's carrier, by warranty, or by anyone else (except to the extent of deductibles), and utility costs for which any tenant directly contracts with the local public service company;

(d) any bad debt loss, rent loss, or reserves for bad debts or rent loss;

(e) costs associated with the operation of the business of the partnership or entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Project (which shall specifically include, but not be limited to, accounting costs associated with the operation of the Project). Costs associated with the operation of the business of the partnership or entity which constitutes the Landlord include costs of partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee, costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Project, and costs incurred in connection with any disputes between Landlord and its employees, between Landlord and Project management, or between Landlord and other tenants or occupants, and Landlord's general corporate overhead and general and administrative expenses;

(f) the wages and benefits (including hospitalization, medical, surgical, retirement plan, pension plan, union dues, life insurance, welfare and other fringe benefits, and vacation, holidays and other paid absence benefits) of any employee who does not devote substantially all of his or her employed time to the Project unless such wages and benefits are prorated to reflect time spent on operating and managing the Project vis-a-vis time spent on matters unrelated to operating and managing the Project; provided, that in no event shall Operating Expenses for purposes of this Lease include wages and/or benefits attributable to personnel above the level of Senior Asset Manager;

(g) amount paid as ground rental for the Project by the Landlord;

(h) overhead and profit increment paid to the Landlord or to subsidiaries or affiliates of the Landlord for services in the Project to the extent the same exceeds the costs of such services rendered by qualified, first-class unaffiliated third parties on a competitive basis;

(i) any compensation paid to clerks, attendants or other persons in commercial concessions operated by the Landlord, provided that any compensation paid to any concierge or parking attendants at the Project shall be includable as an Operating Expense;

(j) rentals and other related expenses incurred in leasing air conditioning systems, elevators or other equipment which if purchased the cost of which would be excluded from Operating Expenses as a capital cost, except equipment not affixed to the Project which is used in providing janitorial or similar services and, further excepting from this exclusion such equipment rented or leased to remedy or ameliorate an emergency condition in the Project ;

(k) all items, benefits and services for which Tenant or any other tenant in the Project reimburses Landlord or which Landlord provides selectively to one or more tenants (other than Tenant) without reimbursement;

(l) costs, other than those incurred in ordinary maintenance and repair, for sculpture, paintings, fountains or other objects of art;

(m) any costs expressly excluded from Operating Expenses elsewhere in this Lease;

(n) rent for any office space occupied by Project management personnel to the extent the size or rental rate of such office space exceeds the size or fair market rental value of office space occupied by management personnel of the Comparable Buildings, with adjustment where appropriate for the size of the applicable project;

(o) costs to the extent arising from the gross negligence or willful misconduct of Landlord or its agents, employees, vendors, contractors, or providers of materials or services;

(p) costs incurred to comply with laws relating to the removal of Hazardous Materials (as defined under applicable Environmental Laws), as those terms are defined in Section 5.4 below; and costs incurred to remove, remedy, contain, or treat Hazardous Materials, which Hazardous Materials are brought into the Building or onto the Project after the date hereof by Landlord or any other tenant or occupant of the Project;

(q) any management fee in excess of three percent (3%) (the "**Management Fee Percentage**") of Base Rent due pursuant to this Lease (during the Base Rent Abatement Period and any other period in which Tenant is receiving rent abatement, grossed up to reflect Tenant paying full rent);

(r) costs or expenses incurred in connection with the financing or sale of the Project or any portion thereof;

(s) costs of repairs or other work occasioned by Casualty (to the extent the cost of the repairs is reimbursed by insurance) or costs of any "all risk" property insurance (other than earthquake insurance) deductibles in excess of Fifty Thousand Dollars ($50,000) per occurrence and costs for deductibles for earthquake insurance, if applicable, in excess of ten percent (10%) per occurrence of the full replacement cost of the Building, the Food and Beverage Space, and Parking Facilities; provided that if Tenant's Share of any earthquake deductible will exceed an amount equal to Two and 00/100 Dollars ($2.00) per rentable square foot of the Premises in a particular calendar year (the "**Annual Earthquake Deductible Cap**") then only an amount up to such Annual Earthquake Deductible Cap may be included in Tenant's Share of Operating Expenses for any Expense Year, but Tenant's Share of excess amounts of such deductible may be carried forward, subject to the same Annual Earthquake Deductible Cap limitation, for inclusion in Operating Expenses up to the expiration or earlier termination of the Lease Term (as the same may be extended);

(t) costs to correct defects in the design, materials or workmanship of the Project (other than Tenant Damage);

(u) fees and penalties, including interest, incurred by Landlord due to violation by any other tenant or occupant of the Project of Applicable Laws;

(v) brokerage commissions, advertising costs, attorneys' and accountants' fees and expenses related thereto, loan brokerage fees, closing costs, interest charges and other similar costs incurred in connection with the sale, financing, refinancing, mortgaging selling or change of ownership of the Project;

(w) the costs of Landlord incurred in obtaining the initial LEED Core Shell certification of the Base Building; provided, however, that nothing herein shall be deemed to prevent Landlord from including in Operating Expenses any operational requirements of the LEED certification or any costs made necessary due to any adjustments made by Tenant that make re-certification of the Base Building necessary;

(x) any costs or expenses incurred by Landlord in the construction, operation, replacement, maintenance or repair of the Other Phase Buildings or Other Project Buildings;

(y) pollution legal liability insurance and any insurance that Landlord is not required or permitted to carry pursuant to Section 10.2;

(z) costs, fines, penalties or interest incurred due to a violation by Landlord of Applicable Laws or the terms and conditions of any lease, ground lease, mortgage or deed of trust, or any Underlying Documents;

(aa) to the extent any work performed by Landlord or any affiliate thereof (collectively, "**Landlord's Compliance Work**") is not in compliance with Applicable Laws as of the Final Condition Date (other than as a result of Tenant Damage (defined below)), the costs of bringing the Landlord's Compliance Work into compliance with Applicable Laws as of the date such construction permit was received;

(bb) contributions to political or charitable organizations;

(cc) interest and penalties due to late payments of taxes, utility bills or any other Landlord obligations, unless caused by the failure of tenant to pay those amounts as and when due hereunder;

(dd) costs of tenant relations parties and events;

(ee) costs and expenses to provide HVAC service, electricity, janitorial service, water, gas, fuel, steam lights, sewer service and other utilities to the premises of other tenants or occupants of the Project;

(ff) advertising or promotional expenditures, and the costs of acquiring and installing signs in the Common Areas (including the Food and Beverage Space) or on any of the Other Phase Buildings or Other Project Buildings, identifying the owner of the Project or any other tenant or occupant of the Project;

(gg) costs of any mitigation fees, impact fees, subsidies, tap-in fees, connection fees or similar one-time charges or costs (however characterized), imposed as a condition of or in connection with the initial development of the Project or Building;

(hh) any reserves for capital expenditures, future Operating Expenses or any other purpose, including any reserves under Underlying Documents;

(ii) the cost of capital improvements or other capital expenditures incurred in connection with the Project that are not Reimbursable Capital Expenditures;

(jj) costs to operate the Food and Beverage Space

(kk) costs under any Underlying Documents that are not otherwise includable as Operating Expenses pursuant to the terms of this Lease; and

(ll) any costs excluded pursuant to Section 4.3, below.

Subject to Section 4.3, below, if the Project and/or any Phase in the Project is not fully occupied during all or a portion of any Expense Year, Landlord may elect to make an appropriate adjustment to the components of Direct Expenses for such year to determine the amount of Direct Expenses that would have been incurred had the Project (or such Phase) been fully occupied; and the amount so determined shall be deemed to have been the amount of Direct Expenses for such year. Landlord shall not (i) make a profit by charging items to Direct Expenses that are otherwise also charged separately to others and (ii) subject to Landlord's right to adjust the components of Direct Expenses described above in this paragraph, collect Direct Expenses from Tenant and all other tenants in the Building in an amount in excess of what Landlord incurs for the items included in Direct Expenses.

4.2.5 **Taxes**.

4.2.5.1 "**Tax Expenses**" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature, whether general, special, ordinary or extraordinary (including, without limitation, real estate taxes, general and special assessments, transit taxes, leasehold taxes or taxes based upon the receipt of rent, including gross receipts or sales taxes applicable to the receipt of rent, unless required to be paid by Tenant), personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Project, or any portion thereof), which shall be paid or accrued during any Expense Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the ownership, leasing and operation of the Project, or any portion thereof (including, without limitation, the land within the Project.

4.2.5.2 Subject to the restrictions of Section 4.2.5.3, below, Tax Expenses shall include, without limitation: (i) any tax on the rent, right to rent or other income from the Project, or any portion thereof, or as against the business of leasing the Project, or any portion thereof; (ii) any assessment, tax, fee, levy or charge in addition to, or in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election ("**Proposition 13**") and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants, and, in further recognition of the decrease in the level and quality of governmental services and amenities as a result of Proposition 13 or otherwise, Tax Expenses shall also include any governmental or private assessments or the Project's contribution towards a governmental or private cost-sharing agreement for the purpose of augmenting or improving the quality of services and amenities normally provided by governmental agencies (except as is provided for in Section 4.2.5.3, below); (iii) any assessment, tax, fee, levy, or charge allocable to or measured by the area of the Premises or the Rent payable hereunder, including, without limitation, any business or gross income tax or excise tax with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; (iv) any assessment, tax, fee, levy or charge, upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises; (v) any taxes or assessments imposed due to the Project being part of any existing or future community facilities districts or otherwise contemplated by the Existing Underlying Documents; and (vi) all of the real estate taxes and assessments imposed upon or with respect to the Building and all of the real estate taxes and assessments imposed on the land and improvements comprising the Project. All assessments that can be paid by Landlord in installments, shall be paid by Landlord in the maximum number of installments permitted by Applicable Law, or otherwise shall be deemed to have been paid by Landlord in the maximum number of installments permitted by Applicable Law.

4.2.5.3 Any costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in reasonably attempting to protest, reduce or minimize Tax Expenses shall be included in Tax Expenses in the Expense Year such expenses are paid. Refunds of Tax Expenses shall be credited against Tax Expenses and refunded to Tenant regardless of when received, based on the Expense Year to which the refund is applicable, provided that in no event shall the amount to be refunded to Tenant for any such Expense Year exceed the total amount paid by Tenant as Tax Expenses under this Article 4 for such Expense Year. If Tax Expenses for any period during the Lease Term or any extension thereof are increased after payment thereof for any reason, including, without limitation, error or reassessment by applicable governmental or municipal authorities, Tenant shall pay Landlord upon demand Tenant's Share of any such increased Tax Expenses included by Landlord as Tax Expenses pursuant to the TCCs of this Lease. Notwithstanding anything to the contrary contained in this Section 4.2.5 (except as set forth in Section 4.2.5.2, above), there shall be excluded from Tax Expenses (i) all excess profits taxes, franchise taxes, gift taxes, documentary transfer taxes, capital stock or capital gain taxes, inheritance and succession taxes, estate taxes, and federal and state income taxes, (ii) taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Project), (iii) any items included as Operating Expenses, (iv) any items paid by Tenant under Section 4.5 of this Lease, (v) any Tax Expenses assessed on the value of improvements in the premises of any other tenant or occupant of the Project in excess of the Building Standard Amount (defined below), (vi) costs of any mitigation fees, impact fees, subsidies, tap-in fees, connection fees or similar one-time charges or costs (however characterized), imposed as a condition of or in connection with the initial development of the Project or Building, and (vii) penalties incurred as a result of Landlord's failure to pay taxes or to file any tax or informational returns, unless such failure is due to Tenant's failure to pay Tax Expenses as and when due hereunder.

4.2.5.4 So long as Tenant is leasing the entire Premises, Tenant may request from Landlord whether or not Landlord intends to file an appeal of any portion of Tax Expenses which are appealable by Landlord (the "**Appealable Tax Expenses**") for any tax fiscal year. Landlord shall deliver written notice to Tenant within ten (10) days after such request indicating whether Landlord intends to file an appeal of Appealable Tax Expenses for such tax fiscal year. If Landlord indicates that Landlord will not file an appeal of such Tax Expenses, then Tenant may provide Landlord with written notice ("**Appeals Notice**") at least thirty (30) days prior to the final date in which an appeal must be filed, requesting that Landlord file an appeal. Upon receipt of the Appeals Notice, but subject to the terms and conditions of this Section 4.2.5.4 below, Landlord shall promptly file such appeal and thereafter Landlord shall diligently prosecute such appeal to completion. Tenant may at any time in its sole discretion direct Landlord to terminate an appeal it previously elected pursuant to an Appeals Notice. In the event Tenant provides an Appeals Notice to Landlord and the resulting appeal reduces the Tax Expenses for the tax fiscal year in question as compared to the original bill received for such tax fiscal year and such reduction is greater than the costs for such appeal, then the costs for such appeal shall be included in Tax Expenses and passed through to the tenants of the Building when funds are actually received. Alternatively, if the appeal does not result in a reduction of Tax Expenses for such tax fiscal year or if the reduction of Tax Expenses is less than the costs of the appeal, then Tenant shall reimburse Landlord, within thirty (30) days after written demand, for any and all costs reasonably incurred by Landlord which are not covered by the reduction in connection with such appeal. Tenant's failure to timely deliver an Appeals Notice shall waive Tenant's rights to request an appeal of the applicable Tax Expenses for such tax fiscal year. In addition, Tenant's obligations to reimburse Landlord for the costs of the appeal pursuant to this Section shall survive the expiration or earlier termination of this Lease in the event the appeal is not concluded until after the expiration or earlier termination of this Lease. Upon request, Landlord agrees to keep Tenant apprised of all tax protest filings and proceedings undertaken by Landlord to obtain a reduction or refund of Tax Expenses.

4.2.6 "**Tenant's Share**" shall mean the percentage set forth in Section 6 of the Summary.

4.3 **Allocation of Direct Expenses**.

4.3.1 **Method of Allocation**. The Project includes multiple buildings and the costs and expenses incurred in connection with the Project (i.e., the Direct Expenses) generally should be shared on a reasonable, equitable and logical basis between Tenant as the tenant of the Building, the tenant(s) of the Other Phase Buildings and the Other Project Buildings. In addition, the Project will be constructed in phases, with certain costs and expenses incurred in connection with a particular phase that should be shared exclusively amongst tenants of a particular phase. Accordingly, as set forth in Section 4.2 above, Direct Expenses (which consists of Operating Expenses and Tax Expenses) are determined annually for the Project as a whole, and portions of the Direct Expenses, which portion shall be determined by Landlord on a reasonable, consistent and equitable basis, shall be allocated to the Building (as opposed to the tenants of any other buildings in the Project) and such portion shall be the Direct Expenses for purposes of this Lease. Such portion of Direct Expenses allocated to the Building shall include all Direct Expenses attributable solely to the Building and an equitable portion of the Direct Expenses attributable to the Phase in which the Building is located and to the Project as a whole; provided that the Direct Expenses attributable to the Food and Beverage Space are subject to the TCCs of Section 1.1.4, above and the cost pooling described in Section 4.3.2, below. For purposes of allocating Direct Expenses during the Lease Term, those Direct Expenses not reasonably attributable exclusively to the Building shall be allocated on a rentable area basis, except where otherwise dictated by prudent commercial property management and accounting practices or to achieve an equitable and customary allocation of Direct Expenses, provided that, in either case, such method of allocation is consistent with standard industry practice. Landlord covenants that Phase 1 is on a single legal parcel. Any costs (including, without limitation, any taxes, assessments, and fees) that are exclusively attributable to a particular building or phase within the Project which does not include a portion of the Premises shall be excluded from the definition of Direct Expenses for purposes of this Lease.

4.3.2 **Cost Pools**. Landlord shall have the right, from time to time, to equitably allocate some or all of the Direct Expenses for the Project among different portions or occupants of the Project (the "**Cost Pools**"), in Landlord's reasonable discretion. Such Cost Pools may include, but shall not be limited to, the office space tenants, life science tenants, and the retail space tenants of a portion of the Project, and such allocations may be implemented to reflect that certain services or amenities are not provided to certain types of space or tenants, operators or owners of a portion of the Project (including use of the Food and Beverage Space, Shuttle Service and other amenity areas), in which event Tenant's Share of Direct Expenses related to such services or amenities may be equitably adjusted to reflect the space to which such services or amenities are exclusive to Tenant (or other tenants of the Project) or generally provided or attributable to all tenants of the Phase or Project. The Direct Expenses within each such Cost Pool shall be allocated and charged to the tenants within such Cost Pool in an equitable and reasonable manner, and if applicable, shall be allocated based on the rentable area of the space subject to the Cost Pool compared to the total rentable area of the Building, Phase or Project, as applicable. Any costs allocated to a Cost Pool which does not include a portion of the Premises (e.g., the retail Cost Pool) shall be excluded from the definition of Direct Expenses for purposes of this Lease.

4.4 **Calculation and Payment of Additional Rent**. Tenant shall pay to Landlord, in the manner set forth in Section 4.4.1, below, and as Additional Rent, Tenant's Share of Direct Expenses for each Expense Year.

4.4.1 **Statement of Actual Direct Expenses and Payment by Tenant**. Landlord shall give to Tenant following the end of each Expense Year, a statement (the "**Statement**") which shall state in general line-by-line categories the Direct Expenses incurred or accrued for such preceding Expense Year, and which shall indicate the amount of Tenant's Share of Direct Expenses. Landlord shall use commercially reasonable efforts to deliver such Statement to Tenant on or before May 1 following the end of the Expense Year to which such Statement relates. Upon receipt of the Statement for each Expense Year commencing or ending during the Lease Term, Tenant shall pay, within thirty (30) days after receipt of the Statement, the full amount of Tenant's Share of Direct Expenses for such Expense Year, less the amounts, if any, paid during such Expense Year as "Estimated Direct Expenses," as that term is defined in Section 4.4.2, below, and if Tenant paid more as Estimated Direct Expenses than the actual Tenant's Share of Direct Expenses (an "**Excess**"), Tenant shall receive a credit in the amount of such Excess against Rent next due under this Lease. The failure of Landlord to timely furnish the Statement for any Expense Year shall not prejudice Landlord or Tenant from enforcing its rights under this Article 4. Even though the Lease Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's Share of Direct Expenses for the Expense Year in which this Lease terminates, if Tenant's Share of Direct Expenses is greater than the amount of Estimated Direct Expenses previously paid by Tenant to Landlord, Tenant shall, within thirty (30) days after receipt of the Statement, pay to Landlord such amount, and if Tenant paid more as Estimated Direct Expenses than the actual Tenant's Share of Direct Expenses (again, an Excess), Landlord shall, within thirty (30) days, deliver a check payable to Tenant in the amount of such Excess. The provisions of this Section 4.4.1 shall survive the expiration or earlier termination of the Lease Term. Notwithstanding the immediately preceding sentence, Tenant shall not be responsible for Tenant's Share of any Direct Expenses attributable to any Expense Year which are first billed to Tenant more than two (2) calendar years after the Lease Expiration Date, provided that in any event Tenant shall be responsible for Tenant's Share of Direct Expenses levied by any governmental authority or by any public utility companies at any time following the Lease Expiration Date which are attributable to any Expense Year.

4.4.2 **Statement of Estimated Direct Expenses**. In addition, Landlord shall give Tenant a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth in general line-by-line categories Landlord's reasonable estimate (the "**Estimate**") of what the total amount of Direct Expenses for the then-current Expense Year shall be and the estimated Tenant's Share of Direct Expenses (the "**Estimated Direct Expenses**"). Landlord shall use commercially reasonable efforts to deliver such Estimate Statement to Tenant on or before May 1 following the end of the Expense Year to which such Estimate Statement relates. The failure of Landlord to timely furnish the Estimate Statement for any Expense Year shall not preclude Landlord from enforcing its rights to collect any Estimated Direct Expenses under this Article 4, nor shall Landlord be prohibited from revising any Estimate Statement or Estimated Direct Expenses theretofore delivered to the extent necessary. Thereafter, Tenant shall pay, within thirty (30) days after receipt of the Estimate Statement, a fraction of the Estimated Direct Expenses for the then-current Expense Year (reduced by any amounts paid pursuant to the second to last sentence of this Section 4.4.2). Such fraction shall have as its numerator the number of months which have elapsed in such current Expense Year, including the month of such payment, and twelve (12) as its denominator. Until a new Estimate Statement is furnished (which Landlord shall have the right to deliver to Tenant at any time), Tenant shall pay monthly, with the monthly Base Rent installments, an amount equal to one-twelfth (1/12th) of the total Estimated Direct Expenses set forth in the previous Estimate Statement delivered by Landlord to Tenant. Throughout the Lease Term Landlord shall maintain records with respect to Direct Expenses in accordance with sound real estate management and accounting practices, consistently applied.

4.5 **Taxes and Other Charges for Which Tenant Is Directly Responsible**.

4.5.1 Tenant shall be liable for and shall pay ten (10) days before delinquency, taxes levied against Tenant's equipment, furniture, fixtures and any other personal property located in or about the Premises. If any such taxes on Tenant's equipment, furniture, fixtures and any other personal property are levied against Landlord or Landlord's property or if the assessed value of Landlord's property is increased by the inclusion therein of a value placed upon such equipment, furniture, fixtures or any other personal property and if Landlord pays the taxes based upon such increased assessment, which Landlord shall have the right to do regardless of the validity thereof but only under proper protest if requested by Tenant, Tenant shall upon demand repay to Landlord the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in the assessment, as the case may be.

4.5.2 If the improvements in the Premises, whether installed and/or paid for by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, are assessed for real property tax purposes at a valuation higher than the valuation at which improvements conforming to Landlord's "Building Standard Amount" in other space in the Building or Phase are assessed, then the Tax Expenses levied against Landlord or the property by reason of such excess assessed valuation shall be deemed to be taxes levied against personal property of Tenant and shall be governed by the provisions of Section 4.5.1, above. Solely for the purpose of determining Tax Expenses in this Section 4.5.2, Landlord and Tenant agree that the value of building standard improvements is $145.00 per rentable square foot (the "**Building Standard Amount**"). To the extent that Landlord enforces the terms of this Section 4.5.2 against Tenant, then Landlord shall not include in Tax Expenses, taxes assessed against any other tenant improvements in the Project to the extent such taxes relate to the value of such tenant improvements in excess of the Building Standard Amount.

4.5.3 Notwithstanding any contrary provision herein, Tenant shall pay prior to delinquency any (i) rent tax or sales tax, gross receipts tax, service tax, transfer tax or value added tax, or any other applicable tax on the rent or services herein or otherwise respecting this Lease, (ii) taxes assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Project, including the Parking Facilities and taxes or assessments due to any type of ballot measure, including an initiative adopted by the voters or local agency, or a state proposition approved by the voters; or (iii) taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

4.6 **Landlord's Records**. Upon Tenant's written request given not more than one hundred eighty (180) days after Tenant's receipt of a Statement for a particular Expense Year, and provided that Tenant is not then in default under this Lease beyond the applicable notice and cure period provided in this Lease, specifically including, but not limited to, the timely payment of Additional Rent (whether or not the same is the subject of the audit contemplated herein), Landlord shall furnish Tenant with such reasonable supporting documentation in connection with said Direct Expenses as Tenant may reasonably request. Landlord shall provide said documentation to Tenant within thirty (30) days after Tenant's written request therefor. Within one hundred eighty (180) days after receipt of a Statement by Tenant (the "**Audit Period**"), if Tenant disputes the amount of Direct Expenses set forth in the Statement, an independent certified public accountant ("**Tenant's Accountant**") (which Tenant's Accountant (A) is a member of a nationally or regionally recognized certified public accounting firm which has previous experience in auditing financial operating records of landlords of office buildings, (B) is not working on a contingency fee basis [i.e., Tenant must be billed based on the actual time and materials that are incurred by the certified public accounting firm in the performance of the audit], and (C) shall not currently be providing accounting and/or lease administration services to another tenant in the Project in connection with a review or audit by such other tenant of Direct Expenses), designated and paid for by Tenant, may, after reasonable notice to Landlord and at reasonable times, audit Landlord's records with respect to the Statement (the "**Independent Review**") at Landlord's corporate offices, provided that (*i*) Tenant is not then in default under this Lease (beyond the applicable notice and cure periods provided under this Lease), and (*ii*) Tenant has paid all amounts required to be paid under the applicable Estimate Statement and Statement. In connection with such Independent Review, Tenant and Tenant's Accountant shall execute a commercially reasonable confidentiality agreement regarding such Independent Review. Any audit report prepared by Tenant's Accountant shall be delivered concurrently to Landlord and Tenant within the Audit Period. Tenant's failure to audit the amount of Direct Expenses set forth in any Statement within the Audit Period shall be deemed to be Tenant's approval of such Statement and Tenant, thereafter, waives the right or ability to audit the amounts set forth in such Statement. If within sixty (60) days after Tenant submits the results of the Independent Review to Landlord, the parties have not agreed to the appropriate adjustments to Direct Expenses, then the parties shall engage a mutually and reasonably acceptable independent certified public accountant with at least ten (10) years' experience in commercial real estate accounting in San Francisco area (the "**Accountant**"). The Accountant shall perform an audit to determine the proper amount, at Tenant's expense; provided that if such audit by the Accountant proves that Direct Expenses set forth in the particular Statement were overstated by more than five percent (5%), then the cost of the Accountant and the cost of such audits shall be paid for by Landlord. Tenant hereby acknowledges that Tenant's sole right to audit Landlord's records and to contest the amount of Direct Expenses payable by Tenant shall be as set forth in this Section 4.6, and Tenant hereby waives any and all other rights pursuant to applicable law to audit such records and/or to contest the amount of Direct Expenses payable by Tenant.

ARTICLE 5

USE OF PREMISES

5.1 **Permitted Use**. Tenant shall use the Premises solely for the Permitted Use set forth in Section 7 of the Summary and Tenant shall not use or permit any Tenant Party to use the Premises or the Project to be used for any other purpose or purposes whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Landlord acknowledges that Tenant intends to operate biology and chemistry laboratories, animal testing facilities, and related uses as permitted pursuant to Section 7 of the Summary and subject to compliance with all the TCCs of this Lease and compliance with all applicable "Environmental Laws" and "Environmental Permits" (each as defined below), and subject to the TCCs set forth in this Article 5 and in this Lease, Landlord hereby consents to Tenant's operation of the Premises for such uses. "**Environmental Permits**" means all permits, approvals, identification numbers, licenses and other authorizations required under any applicable Environmental Laws. Tenant may operate its business according in accordance with the terms and condition set forth in this Article 5 and is otherwise strictly and properly monitored according to, and in compliance with, all then applicable Environmental Laws.

5.2 **Prohibited Uses**. The uses prohibited under this Lease shall include, without limitation, use of the Premises or a portion thereof for (i) offices of any agency or bureau of the United States or any state or political subdivision thereof; (ii) offices or agencies of any foreign governmental or political subdivision thereof; (iii) offices of any health care professionals or service organization open to the general public; (iv) schools or other training facilities which are not ancillary to corporate, executive or professional office use; (v) retail or restaurant uses (other than the Cafeteria (defined below)); or (vi) communications firms such as radio and/or television stations. Tenant further covenants and agrees that it shall not use, or suffer or permit Tenant Party to use, the Premises or any part thereof for any use or purpose contrary to the rules and regulations reasonably promulgated by Landlord from time to time ("**Rules and Regulations**"), the current set of which (as of the date of this Lease) is attached to this Lease as **Exhibit D**; or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project, including, without limitation, any such laws, ordinances, regulations or requirements relating to Hazardous Materials now or hereafter in effect; provided, however, (a) Landlord shall not enforce, change or modify the Rules and Regulations in a discriminatory manner, (b) any modifications to the Rules and Regulations shall be subject to Landlord's Obligations to Minimize Tenant Interference, (c) any modifications to the Rules and Regulations shall not becoming binding on Tenant until the tenth (10th) business day after Tenant receives a written copy thereof, and (d) no modifications to the Rules and Regulations will apply retroactively. Landlord agrees that the Rules and Regulations shall not be unreasonably modified or enforced in a manner which will unreasonably interfere with the normal and customary conduct of Tenant's business. Tenant shall not do or permit anything to be done in or about the Premises which will in any way damage the reputation of the Project or obstruct or interfere with the rights of other tenants or occupants of the Building, or injure or unreasonably annoy them or use or allow the Premises to be used for any unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises.

5.3 **Underlying Documents**. Tenant shall comply with all existing ground leases, easements, licenses, operating agreements, declarations, restrictive covenants, and instruments pertaining to the Project shown on **Exhibit K** (collectively, "**Existing Underlying Documents**"). Additionally, Tenant acknowledges that the Project may be subject to any future ground leases, easements, licenses, operating agreements, declarations, restrictive covenants, and instruments pertaining to the Project (collectively, the "**Future Underlying Documents**", and together with the Existing Underlying Documents, the "**Underlying Documents**"), which Landlord, in Landlord's discretion, deems reasonably necessary or desirable, and Tenant agrees that this Lease shall be subject and subordinate to such Future Underlying Documents; provided that Tenant shall not be obligated to be subject to, subordinate to, or comply with, or pay any amounts relating to, any portion of a Future Underlying Document that (a) would (i) materially increase Tenant's obligations under this Lease, (ii) adversely affect or diminish Tenant's rights under this Lease, or (iii) violate Landlord's Obligations to Minimize Tenant Interference, and (b) are covenants, conditions and restrictions affecting the Project (and any portion thereof) or reciprocal easement agreements affecting the Project.

5.4 **Hazardous Materials**.

5.4.1 **Tenant's Obligations**.

5.4.1.1 **Prohibitions**. Prior to occupying the Premises, Tenant shall provide Landlord with the environmental questionnaire (the "**Environmental Questionnaire**"), in the form attached as **Exhibit G**. Prior to the date of this Lease, Tenant provided a completed version of the Environmental Questionnaire to Landlord, which Environmental Questionnaire shall be executed by Tenant (and updated as necessary) prior to occupying the Premises. Tenant hereby represents, warrants and covenants that except for those chemicals or materials, and their respective quantities, listed on the Environmental Questionnaire (as the same may be updated from time to time as provided below) or any similar chemicals or materials used for substantially the same purposes in substitution thereof in compliance with Environmental Laws, neither Tenant nor Tenant's employees, contractors and subcontractors of any tier, entities with a contractual relationship with Tenant (other than Landlord), or any entity acting as an agent or sub-agent of Tenant (collectively, "**Tenant's Agents**") will produce, use, store or generate any Hazardous Materials, on, under or about the Premises, nor cause or permit any Hazardous Material to be brought upon, placed, stored, manufactured, generated, blended, handled, recycled, used or "Released," as that term is defined below, on, in, under or about the Premises. If any information provided to Landlord by Tenant on the Environmental Questionnaire, or otherwise relating to information concerning Hazardous Materials is false, incomplete, or misleading in any material respect, the same shall be deemed a default by Tenant under this Lease. Upon Landlord's request (but no more than once every twelve (12) months), or in the event of any material change in Tenant's use of Hazardous Materials in the Premises, Tenant shall deliver to Landlord an updated Environmental Questionnaire. Tenant shall notify Landlord prior to using any Hazardous Materials in the Project not described on the initial Environmental Questionnaire, and such use shall be subject to all of the provisions of this Lease. Tenant shall not install or permit any underground storage tank on the Premises. In addition, Tenant agrees that shall not cause or suffer to occur, the Release of any Hazardous Materials at, upon, under or within the Premises or any contiguous or adjacent premises. For purposes of this Lease, "**Hazardous Materials**" means all flammable explosives, petroleum and petroleum products, waste oil, radon, radioactive materials, toxic pollutants, asbestos, polychlorinated biphenyls ("**PCBs**"), medical waste, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including without limitation any chemical, element, compound, mixture, solution, substance, object, waste or any combination thereof, which is or may be hazardous to human health, safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosiveness, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, or defined as, regulated as or included in, the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any Environmental Laws. The term "Hazardous Materials" for purposes of this Lease shall also include any mold, fungus or spores, whether or not the same is defined, listed, or otherwise classified as a "hazardous material" under any Environmental Laws, if such mold, fungus or spores may pose a risk to human health or the environment or negatively impact the value of the Premises. For purposes of this Lease, "**Release**" or "**Released**" or "**Releases**" shall mean any release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing, or other movement of Hazardous Materials into the environment.

5.4.1.2 **Notices to Landlord**. Unless Tenant is required by Applicable Laws to give earlier notice to Landlord, Tenant shall notify Landlord in writing as soon as possible, but in no event later than five (5) days after (i) Tenant has actual knowledge of the occurrence of any actual, alleged or threatened Release of any Hazardous Material in, on, under, from, about or in the vicinity of the Premises (whether past or present), if such Release is in violation of Environmental Laws or would otherwise cause health and safety concerns, or (ii) Tenant has actual knowledge of any regulatory actions, inquiries, inspections, investigations, directives, or any cleanup, compliance, enforcement or abatement proceedings (including any threatened or contemplated investigations or proceedings) relating to or potentially affecting the Premises, or (iii) Tenant has actual knowledge of any claims by any person or entity relating to any Hazardous Materials in, on, under, from, about or in the vicinity of the Premises, whether relating to damage, contribution, cost recovery, compensation, loss or injury. Collectively, the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as "**Hazardous Materials Claims**". Tenant shall promptly forward to Landlord copies of all orders, notices, permits, applications and other communications and reports in connection with any Hazardous Materials Claims. Additionally, Tenant shall promptly advise Landlord in writing of Tenant's discovery of any occurrence or condition on, in, under or about the Premises that could subject Tenant or Landlord to any liability, or restrictions on ownership, occupancy, transferability or use of the Premises under any Environmental Laws. Tenant shall not enter into any legal proceeding or other action, settlement, consent decree or other compromise with respect to any Hazardous Materials Claims that involve Landlord also without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to join and participate, as a party if Landlord so elects, in such proceedings and in no event shall Tenant enter into any agreements which are binding on Landlord or the Premises without Landlord's prior written consent. Landlord shall have the right to appear at and participate in, any and all legal or other administrative proceedings concerning any Hazardous Materials Claim. For purposes of this Lease, "**Environmental Laws**" means all applicable present and future laws relating to the protection of human health, safety, wildlife or the environment, including, without limitation, (A) all requirements pertaining to reporting, licensing, permitting, investigation and/or remediation of emissions, discharges, Releases, or threatened Releases of Hazardous Materials, whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials; and (B) all requirements pertaining to the health and safety of employees or the public. Environmental Laws include, but are not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC § 9601, et seq., the Hazardous Materials Transportation Authorization Act of 1994, 49 USC § 5101, et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and Hazardous and Solid Waste Amendments of 1984, 42 USC § 6901, et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC § 1251, et seq., the Clean Air Act of 1966, 42 USC § 7401, et seq., the Toxic Substances Control Act of 1976, 15 USC § 2601, et seq., the Safe Drinking Water Act of 1974, 42 USC §§ 300f through 300j, the Occupational Safety and Health Act of 1970, as amended, 29 USC § 651 et seq., the Oil Pollution Act of 1990, 33 USC § 2701 et seq., the Emergency Planning and Community Right-To-Know Act of 1986, 42 USC § 11001 et seq., the National Environmental Policy Act of 1969, 42 USC § 4321 et seq., the Federal Insecticide, Fungicide and Rodenticide Act of 1947, 7 USC § 136 et seq., California Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code §§ 25300 et seq., Hazardous Materials Release Response Plans and Inventory Act, California Health & Safety Code, §§ 25500 et seq., Underground Storage of Hazardous Substances provisions, California Health & Safety Code, §§ 25280 et seq., California Hazardous Waste Control Law, California Health & Safety Code, §§ 25100 et seq., and any other state or local law counterparts, as amended, as such Applicable Laws, are in effect as of the Lease Commencement Date, or thereafter adopted, published, or promulgated.

5.4.1.3 **Releases of Hazardous Materials**. If any Release of any Hazardous Material in, on or from the Premises shall occur at any time during the Lease Term and/or if any other Hazardous Material condition exists at the Premises that requires response actions of any kind that is not the result of actions by Landlord or any other Landlord Parties, in addition to notifying Landlord as specified above, Tenant, at its own sole cost and expense, shall (i) immediately comply with any and all reporting requirements imposed pursuant to any and all Environmental Laws, (ii) provide a written certification to Landlord indicating that Tenant has complied with all applicable reporting requirements, and (iii) take any and all necessary investigation, corrective and remedial action in accordance with any and all applicable Environmental Laws, all in accordance with the provisions and requirements of this Section 5.4, including, without limitation, Section 5.4.4. Landlord may, as required by any and all Environmental Laws, report the Release of any Hazardous Material to the appropriate governmental authority, identifying Tenant as the responsible party. Tenant shall deliver to Landlord copies of all administrative orders, notices, demands, directives or other communications directed to Tenant from any governmental authority with respect to any Release of Hazardous Materials in, on, under, from, or about the Premises, together with copies of all investigation, assessment, and remediation plans and reports prepared by or on behalf of Tenant in response to any such regulatory order or directive.

5.4.1.4 **Indemnification**.

5.4.1.4.1 **In General**. Without limiting in any way Tenant's obligations under any other provision of this Lease, Tenant shall be solely responsible for and shall protect, defend, indemnify and hold the Landlord Parties harmless from and against any and all claims, judgments, losses, damages, costs, expenses, penalties, enforcement actions, taxes, fines, remedial actions, liabilities (including, without limitation, actual attorneys' fees, litigation, arbitration and administrative proceeding costs, expert and consultant fees and laboratory costs) including, without limitation, sums paid in settlement of claims, which arise before, during or after the Lease Term in whole or in part, directly or indirectly arising out of or attributable to the presence, use, generation, manufacture, treatment, handling, refining, production, processing, storage, Release or presence of Hazardous Materials in, on, under or about the Premises by Tenant or Tenant's Agents. The foregoing obligations of Tenant shall include, including without limitation: (i) the costs of any required or necessary removal, repair, cleanup or remediation of the Premises, and the preparation and implementation of any closure, removal, remedial or other required plans; (ii) judgments for personal injury or property damages; and (iii) all costs and expenses incurred by Landlord in connection therewith.

5.4.1.4.2 **Limitations**. Notwithstanding anything in Section 5.4.1.4, above, to the contrary, Tenant's indemnity of Landlord as set forth in Section 5.4.1.4, above, shall not be applicable to claims based upon Hazardous Materials not Released by Tenant or Tenant's Agents.

5.4.1.4.3 **Landlord Indemnity**. Under no circumstance shall Tenant be liable for, and Landlord shall indemnify, defend, protect and hold harmless Tenant and Tenant's Agents from and against, all third party losses, costs, claims, liabilities and damages (including attorneys' and consultants' fees) arising out of any Hazardous Materials Released by Landlord or any Landlord Parties.

5.4.1.5 **Compliance with Environmental Laws**. Without limiting the generality of Tenant's obligation to comply with Applicable Laws as otherwise provided in this Lease, Tenant shall, at its sole cost and expense, comply with all Environmental Laws. Tenant shall obtain and maintain any and all necessary permits, licenses, certifications and approvals appropriate or required for the use, handling, storage, and disposal of any Hazardous Materials used, stored, generated, transported, handled, blended, or recycled by Tenant on the Premises. Landlord shall have a continuing right, without obligation, to require Tenant to obtain, and to review and inspect any and all such permits, licenses, certifications and approvals, together with copies of any and all Hazardous Materials management plans and programs, any and all Hazardous Materials risk management and pollution prevention programs, and any and all Hazardous Materials emergency response and employee training programs respecting Tenant's use of Hazardous Materials. Upon request of Landlord (but no more than once every twelve (12) months, unless Landlord shall have reasonable grounds to believe that Tenant is not in compliance with its covenants under this Section 5.4.1.5), Tenant shall deliver to Landlord a narrative description explaining the nature and scope of Tenant's activities involving Hazardous Materials and certifying to Tenant's compliance with all Environmental Laws and the terms of this Lease.

5.4.2 **Assurance of Performance**.

5.4.2.1 **Environmental Assessments In General**. Landlord may, but shall not be required to, engage from time to time such contractors as Landlord determines to be appropriate (and which are reasonably acceptable to Tenant) to perform "Environmental Assessments," as that term is defined below, to ensure Tenant's compliance with the requirements of this Lease with respect to Hazardous Materials. For purposes of this Lease, "**Environmental Assessment**" means an assessment including, without limitation: (i) an environmental site assessment conducted in accordance with the then-current standards of the American Society for Testing and Materials and meeting the requirements for satisfying the "all appropriate inquiries" requirements; and (ii) sampling and testing of the Premises based upon potential recognized environmental conditions or areas of concern or inquiry identified by the environmental site assessment, including, without limitation: (A) testing of any transformers on the Premises for PCBs; (B) soil and groundwater sampling to measure the effect of any actual or suspected release or discharge of Hazardous Materials on the Premises; and (C) such other sampling and testing reasonably necessary to determine the environmental condition of the Premises.

5.4.2.2 **Costs of Environmental Assessments**. All costs and expenses incurred by Landlord in connection with any such Environmental Assessment initially shall be paid by Landlord; provided that if any such Environmental Assessment shows that Tenant has failed to comply with the provisions of this Section 5.4, then all of the costs and expenses of such Environmental Assessment shall be reimbursed by Tenant as Additional Rent within thirty (30) days after receipt of written demand therefor.

5.4.2.3 **Other Matters**. Each Environmental Assessment conducted by Landlord shall be conducted: (i) only after Landlord has provided to Tenant notice reasonably detailing the extent of Landlord's access requirement at least ten (10) days prior to the date of such Environmental Assessment; and (ii) in a manner reasonably designed to minimize the interruption of Tenant's use of the Premises, subject to the TCCs of Article 27, below. Tenant shall have the right to reasonably approve the timing of Landlord's entry onto the Premises in order to minimize the interruption of Tenant's use of the Premises. Landlord shall repair any damage caused by the performance of the Environmental Assessment, and shall restore the Premises to the condition existing immediately prior to the Environmental Assessment, unless response actions are required of Tenant pursuant to the provisions of this Lease based on the findings of the Environmental Assessment.

5.4.3 **Tenant's Obligations upon Surrender**. At the expiration or earlier termination of the Lease Term, Tenant, at Tenant's sole cost and expense, shall: (i) cause an Environmental Assessment of the Premises to be conducted in accordance with Section 15.2; (ii) cause all Hazardous Materials to be removed from the Premises and disposed of in accordance with all Environmental Laws and as necessary to allow the Premises to be used for the Permitted Use; and (iii) cause to be removed all containers installed or used by Tenant or Tenant's Agents to store any Hazardous Materials on the Premises, and cause to be repaired any damage to the Premises caused by such removal.

5.4.4 **Clean-up**.

5.4.4.1 **Environmental Reports; Clean-Up**. If any written report, including any report containing results of any Environmental Assessment (an "**Environmental Report**") shall indicate (i) the presence of any Hazardous Materials as to which Tenant has a removal or remediation obligation under this Section 5.4, and (ii) that as a result of same, the investigation, characterization, monitoring, assessment, repair, closure, remediation, removal, or other clean-up (the "**Clean-up**") of any Hazardous Materials is required by Environmental Laws, Tenant shall immediately prepare and submit to Landlord within sixty (60) days after receipt of the Environmental Report a comprehensive plan, subject to Landlord's written approval, specifying the actions to be taken by Tenant to perform the Clean-up so that the Premises is restored to the conditions required by this Lease. Upon Landlord's approval of the Clean-up plan, Tenant shall, at Tenant's sole cost and expense, without limitation on any rights and remedies of Landlord under this Lease, immediately implement such plan with a consultant reasonably acceptable to Landlord and proceed to Clean-up Hazardous Materials in accordance with all Applicable Laws and as required by such plan. If, within thirty (30) days after receiving a copy of such Environmental Report, Tenant fails either (a) to complete such Clean-up, or (b) with respect to any Clean-up that cannot be completed within such thirty-day period, fails to proceed with diligence to prepare the Clean-up plan and complete the Clean-up as promptly as practicable, then Landlord shall have the right, but not the obligation, and without waiving any other rights under this Lease, to carry out any Clean-up recommended by the Environmental Report or required by any governmental authority having jurisdiction over the Premises, and recover all of the costs and expenses thereof from Tenant as Additional Rent, payable within ten (10) days after receipt of written demand therefor.

5.4.4.2 **No Rent Abatement**. Tenant shall continue to pay all Rent due or accruing under this Lease during any Clean-up, and shall not be entitled to any reduction, offset or deferral of any Base Rent or Additional Rent due or accruing under this Lease during any such Clean-up.

5.4.4.3 **Surrender of Premises**. Tenant shall complete any Clean-up prior to surrender of the Premises upon the expiration or earlier termination of this Lease, and shall fully comply with all Environmental Laws and requirements of any governmental authority with respect to such completion, including, without limitation, fully comply with any requirement to file a risk assessment, mitigation plan or other information with any such governmental authority in conjunction with the Clean-up prior to such surrender. Tenant shall obtain and deliver to Landlord a letter or other written determination from the overseeing governmental authority confirming that the Clean-up has been completed in accordance with all requirements of such governmental authority and that no further response action of any kind is required for the unrestricted use of the Premises ("**Closure Letter**"). Upon the expiration or earlier termination of this Lease, Tenant shall also be obligated to close all permits obtained in connection with Hazardous Materials in accordance with Applicable Laws.

5.4.4.4 **Failure to Timely Clean-Up**. Should any Clean-up for which Tenant is responsible not be completed, or should Tenant not receive the Closure Letter and any governmental approvals required under Environmental Laws in conjunction with such Clean-up prior to the expiration or earlier termination of this Lease, then, commencing on the later of the termination of this Lease and three (3) business days after Landlord's delivery of notice of such failure and that it elects to treat such failure as a holdover Tenant shall be liable to Landlord as a holdover tenant (as more particularly provided in Article 16) until Tenant has fully complied with its obligations under this Section 5.4.

5.4.5 **Confidentiality**. Unless compelled to do so by Applicable Laws, Tenant agrees that Tenant shall not disclose, discuss, disseminate or copy any information, data, findings, communications, conclusions and reports regarding the environmental condition of the Premises to any person or entity (other than Tenant's consultants, attorneys, property managers and employees that have a need to know such information), including any governmental authority, without the prior written consent of Landlord. In the event Tenant reasonably believes that disclosure is compelled by Applicable Laws, it shall provide Landlord ten (10) days' advance notice of disclosure of confidential information so that Landlord may attempt to obtain a protective order. Tenant may additionally release such information to bona fide prospective purchasers or lenders, subject to any such parties' written agreement to be bound by the terms of this Section 5.4. Unless compelled to do so by Applicable Law, valid order of a court or judicial, regulatory or administrative process, Landlord agrees that Landlord shall not disclose, discuss, disseminate or copy any information, data, findings, communications or conclusions included in any Environmental Questionnaire or reports provided by Tenant pursuant to Section 5.4.6, below, to any third party (other than Landlord's consultants, attorneys, property managers, employees, shareholders and potential and actual investors, lenders, business and merger partners, that have a need to know such information), including any governmental authority, without the prior written consent of Tenant. In the event Landlord reasonably believes that disclosure is compelled by Applicable Laws, valid order of a court or judicial, regulatory or administrative process, it shall, to the extent legally permitted, provide Tenant ten (10) days' advance notice of disclosure of confidential information so that Tenant may attempt to obtain a protective order. Landlord may additionally release such information to bona fide prospective purchasers or lenders, subject to any such parties' written agreement to be bound by the terms of this Section 5.4.5.

5.4.6 **Copies of Environmental Reports**. Within thirty (30) days of receipt thereof, Tenant shall provide Landlord with a copy of any and all environmental assessments, audits, studies and reports regarding Tenant's activities with respect to the Premises, or ground water beneath the Project, or the environmental condition or Clean-up thereof; provided that Tenant shall not be obligated to provide any such items that include proprietary or work product information relating to the conduct of Tenant's business in the Premises, and any information provided by Tenant to Landlord is provided on an as-is basis, without representation or warranty, Landlord acknowledges that such materials may not be assignable or to be relied on by Landlord pursuant to their terms. Tenant shall be obligated to provide Landlord with a copy of such materials without regard to whether such materials are generated by Tenant or prepared for Tenant, or how Tenant comes into possession of such materials.

5.4.7 **Signs, Response Plans, Etc**. Tenant shall be responsible for posting on the Premises any signs required under applicable Environmental Laws. Tenant shall also complete and file any business response plans or inventories required by any Applicable Laws. Tenant shall concurrently file a copy of any such business response plan or inventory with Landlord.

5.4.8 **Survival**. Each covenant, agreement, representation, warranty and indemnification made by Tenant set forth in this Section 5.4 shall survive the expiration or earlier termination of this Lease with respect to any obligation of Tenant arising during the Lease Term and shall remain effective until all of Tenant's obligations under this Section 5.4 have been completely performed and satisfied.

5.5 **Odors and Exhaust**. Tenant acknowledges that Landlord would not enter into this Lease with Tenant unless Tenant assured Landlord that under no circumstances will the Premises be damaged by any exhaust from Tenant's operations. Landlord and Tenant therefore agree as follows:

5.5.1 Tenant shall not cause or permit (or conduct any activities that would cause) any release of any odors or fumes of any kind from the Premises.

5.5.2 Tenant shall, at Tenant's sole cost and expense, in compliance with Applicable Laws vent all fumes and odors from the Premises (and remove odors from Tenant's exhaust stream) as Landlord requires. The placement and configuration of all ventilation exhaust pipes, louvers and other equipment shall be subject to Landlord's approval. Tenant acknowledges Landlord's legitimate desire to maintain the Premises (indoor and outdoor areas) in an odor-free manner, and Landlord may require Tenant to abate and remove all odors in a manner that goes beyond the requirements of Applicable Laws.

5.5.3 Tenant shall, at Tenant's sole cost and expense, provide odor eliminators and other devices (such as filters, air cleaners, scrubbers and whatever other equipment may in Landlord's reasonable judgment be necessary or appropriate from time to time) to completely remove, eliminate and abate any odors, fumes or other substances in Tenant's exhaust stream that, in Landlord's reasonable judgment, emanate from the Premises. Any work Tenant performs under this Section 5.5 shall constitute Alterations.

5.5.4 Tenant's responsibility to remove, eliminate and abate odors, fumes and exhaust shall continue throughout the Term.

5.5.5 If Tenant fails to install satisfactory odor control equipment within ten (10) business days after Landlord's demand made at any time, then Landlord may, without limiting Landlord's other rights and remedies, require Tenant to cease and suspend any operations in the Premises that, in Landlord's determination, cause odors, fumes or exhaust.

5.6 **Cafeteria**. To the extent permitted by Applicable Law, Tenant may use a portion or portions of the Premises mutually agreed upon by Landlord and Tenant for the operation of one or more cafeterias (each, a "**Cafeteria**"), for the exclusive use of Tenant, Tenant's employees (including Tenant's employees who work at locations other than the Project), and Transferees and each of their respective Relatives, guests and invitees, and Tenant shall not make the Cafeteria(s) available to members of the general public. Tenant may use the Cafeteria(s) for food and beverage preparation, handling, cooking, consumption and other associated facilities. No cooking odors shall be emitted from the Premises other than through ventilation equipment and systems installed therein to service the Cafeteria in accordance with the provisions of Section 5.5. The Cafeteria(s) shall be of a size permitted by Applicable Laws. If Tenant elects, in Tenant's sole discretion, to construct a Cafeteria, Tenant shall construct such Cafeteria, if at all, as part of the Improvements or as an Alteration. If Tenant elects to operate the Cafeteria, Tenant shall give Landlord prior notice thereof and shall submit to Landlord all necessary consents, approvals, permits or registrations, required for the construction and operation of the Cafeteria in accordance with Applicable Law.

ARTICLE 6

SERVICES AND UTILITIES

6.1 **Standard Tenant Services**. Landlord shall provide the following services on all days (unless otherwise stated below) during the Lease Term.

6.1.1 **HVAC**. In accordance with the "Base, Shell and Core" definition as provided in Section 1 of the Work Letter, the Building shall be equipped with a heating and air conditioning ("**HVAC**") system serving the Building (the "**BB HVAC System**"). Subject to limitations imposed by all governmental rules, regulations and guidelines applicable thereto, Tenant operate and control the BB HVAC System.

6.1.2 **Electricity**. Landlord shall provide electrical wiring and facilities for connection to Tenant's lighting and Tenant's incidental use equipment as described in **Schedule 1 to Exhibit B**. Tenant shall not use combined electrical load for Tenant's incidental use equipment and Tenant's lighting fixtures in excess of the capacity of the feeders, which electrical usage shall be subject to Applicable Laws, including Title 24. Tenant shall bear the cost of replacement of lamps, starters and ballasts for non-Building standard lighting fixtures within the Premises (Landlord, as part of Operating Expenses, will replace Building-standard lamps, starters and ballasts). Tenant shall reasonably cooperate with Landlord at all times and abide by all regulations and requirements that Landlord may reasonably prescribe for the proper functioning and protection of the Building Systems. All electricity usage at the Building may be monitored using separate submeters (the "**Submetering Equipment**") which shall be installed by Landlord for the Building Systems. Tenant shall be responsible to pay directly, and not as a part of Operating Expenses, for the cost of all electricity shown on the Submetering Equipment. Tenant may audit Landlord's readings of the Submetering Equipment and Landlord shall deliver reasonably detailed invoices to Tenant reflecting Landlord's reading of the Submetering Equipment and resulting electricity costs.

6.1.3 **Water and Sewer**. Landlord shall cause water and sewer to be supplied to the Building. Landlord shall install Submetering Equipment to monitor the amount of water used in the Premises, and Tenant shall be responsible to pay directly, and not as a part of Operating Expenses, for the cost of all water shown on the Submetering Equipment.

6.1.4 **Gas**. Landlord shall cause gas to be supplied to the Building. Tenant shall pay for the costs of such direct gas use, within thirty (30) days after demand and as Additional Rent under this Lease (and not as part of the Operating Expenses).

6.1.5 **Janitorial**. Landlord shall provide janitorial services for the Common Areas and exterior window washing services, in a manner consistent with the standards of the Project; but Landlord shall not provide janitorial services for the Premises. Tenant shall perform all janitorial services and other cleaning within the Premises in a manner consistent with the standards of the Project. Without Landlord's prior consent, Tenant shall not use (and upon notice from Landlord shall cease using) janitorial service providers who would, in Landlord's reasonable and good faith judgment, disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Building or the Common Areas.

6.1.6 **Elevator**. Landlord shall provide non-attended automatic passenger elevator service for the Building.

6.1.7 **Loading Dock**. Tenant shall have exclusive use of the Building loading dock for deliveries to Tenant.

6.1.8 **Risers, Raceways, Shafts, Conduits**. Tenant, at no additional charge to Tenant, may utilize the Building risers, raceways, shafts and conduit; provided that Tenant permits reasonable use of such risers, raceways, shafts and conduits by Landlord or its designees relating to the Food and Beverage Space.

6.1.9 **Access Control; Tenant's Security Systems**. Landlord shall provide reasonable access-control services for the Parking Facilities in a manner materially consistent with the services provided by landlords of Comparable Buildings. Notwithstanding the foregoing, Landlord shall in no case be liable for personal injury or property damage for any error with regard to the admission to or exclusion from the Building or Project of any person. Tenant may, at its own expense, install its own security system ("**Tenant's Security System**") in the Premises, including lobbies and elevators providing access to the Building and Premises. Tenant's Security System shall be installed as an Alteration or Improvement, and subject to the TCCs of Article 8 or the Work Letter, as applicable.

6.2 **Supplemental HVAC**. Subject to Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed, Tenant shall have the right to install a supplemental HVAC system serving all or any portion of the Premises. Any such supplemental HVAC system shall be installed pursuant to the terms of Article 8 or the Work Letter, if installed as part of the initial Improvements, and shall be deemed an Alteration (or Improvement, as applicable) for purposes of this Lease; provided, however, it shall be deemed reasonable for Landlord to withhold its approval to the extent any such installation would materially interfere with, or materially increase the cost of, Landlord's maintenance or operation of the Project, unless Tenant agrees to pay for such increased costs, or if any such installation would violate Applicable Laws.

6.3 **Interruption of Use**. Tenant agrees that, except as provided for in Section 6.4 below, Landlord shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by breakage, repairs, replacements, or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Project after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or Casualty whatsoever, by act or default of Tenant or other parties, or by any other cause beyond Landlord's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease, except as otherwise provided in Section 6.4 or elsewhere in the Lease. Furthermore that Landlord shall not be liable under any circumstances for a loss of, or injury to, property (including scientific research and any intellectual property) or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6.

6.4 **Abatement Event**. If (i) Landlord fails to perform the obligations required of Landlord under the TCCs of this Lease, (ii) such failure causes all or a portion of the Premises to be untenantable and unusable by Tenant, and (iii) such failure relates to (A) the nonfunctioning of the heat, ventilation, and air conditioning system in the Premises, the electricity or gas in the Premises, or (B) a failure to provide access to the Premises, Tenant shall give Landlord notice (the "**Initial Notice**"), specifying such failure to perform by Landlord (the "**Abatement Event**"). If Landlord has not cured such Abatement Event within five (5) business days after the receipt of the Initial Notice, Tenant may deliver an additional notice to Landlord (the "**Additional Abatement Notice**"), specifying such Abatement Event and Tenant's intention to abate the payment of Rent under this Lease. If Landlord does not cure such Abatement Event within five (5) business days of receipt of the Additional Abatement Notice, Tenant may, upon written notice to Landlord, immediately abate Rent payable under this Lease for that portion of the Premises rendered untenantable and not used by Tenant, for the period beginning on the date five (5) business days after the Initial Notice to the earlier of the date Landlord cures such Abatement Event or the date Tenant recommences the use of such portion of the Premises. If any Abatement Event also affects the Food and Beverage Space, Landlord shall use reasonable efforts to make alternative food service available to Tenant, such as by providing access to food trucks or cafeterias in other Phases. Such right to abate Rent shall be Tenant's sole and exclusive remedy at law or in equity for an Abatement Event. Except as provided in this Section 6.4, nothing contained herein shall be interpreted to mean that Tenant is excused from paying Rent due hereunder.

ARTICLE 7

REPAIRS

7.1 **Project Management**. Landlord and Tenant acknowledge and agree that Tenant shall be responsible for obligations related to the maintenance and repair of the Building Systems that do not serve Common Areas and/or other tenant spaces in accordance with the following provisions of this Article 7, subject to the TCCs of Section 7.3, below.

7.1.1 **Management Standards**.

7.1.1.1 **Professional Management**. Tenant shall manage and perform (or shall cause a third-party property management company to perform) in a manner consistent with the standards followed at the Project (the "**Management Standard**").

7.1.1.2 **Management Staff**. Tenant shall maintain (or shall cause a third-party property management company to maintain) an engineering staff in numbers, for positions, and of a quality level and Experience (as defined in **Exhibit I**) consistent with the Management Standard (collectively, "**Tenant's Employees**") as Tenant shall determine is reasonably required to perform Tenant's duties under this Article 7 as to the Building Systems. Those Tenant's Employees expressly specified in **Exhibit I** (the "**Specified Engineers**") shall meet the requirements set forth in **Exhibit I** attached hereto. The name, address, daytime and evening telephone and email addresses of the lead contact for Tenant's Employees (the "**Site Operations Manager**") shall be furnished to Landlord and updated reasonably promptly if the same shall change. All matters pertaining to the employment or retention of such Tenant's Employees or independent contractors are the responsibility of Tenant, who shall in all respects be the employer of Tenant's Employees or the contracting party with any independent contractor. At no time shall the Tenant's Employees and/or independent contractors of Tenant and/or their employees be considered employees or independent contractors of Landlord.

7.1.1.3 **Service Agreements**. Tenant shall enter into service, repair and maintenance agreements (collectively, the "**Service Agreements**") for the Building Systems, upon the terms and conditions and with providers as required under **Exhibit I** of this Lease. Each and every Service Agreement shall be provided to Landlord prior to finalization and Landlord shall have the reasonable right to approve or disapprove of the form or contents of the Service Agreements or the persons or entities to be engaged thereunder; provided, however, Landlord may not disapprove any Service Agreement that (i) is utilized by Landlord (or its affiliates) for the same services from the same provider at other properties owned by Landlord (or its affiliates), (ii) Landlord has previously approved for the same services, and/or (iii) are consistent with the terms of **Exhibit I** and this Lease. Within ten (10) business days of Landlord's request, Tenant shall deliver a copy of all current Service Agreements to Landlord. Notwithstanding any contrary provision of this Section 7.1.1, Tenant shall deliver to Landlord prior to the Lease Commencement Date a complete list of the providers with whom Tenant has entered into Service Agreements, and such list shall be updated annually by Tenant and delivered to Landlord on or prior to each anniversary of the Lease Commencement Date.

7.1.2 **Meeting Requirements and Landlord's General Inspection Rights**. The Site Operations Manager shall be available for monthly meetings with Landlord at the Building to (i) conduct (x) a cursory inspection (i.e., a visual walk through) of the condition of the Building, the Building exterior, the Building Systems, and Tenant's performance of its obligations under this Article 7 and (y) no more frequently than once per each six (6) months, a full inspection of the condition of the Building, the Building exterior, the Building Systems, and Tenant's performance of its obligations under this Article 7, (ii) review and discuss Tenant's Employees and Tenant's management procedures with respect to the Building Systems, (iii) review and discuss the Service Agreements, and (iv) as part of the meetings on a quarterly basis, discuss the condition of the Building Systems (including quality of improvement and maintenance and repair requirements for the Building Systems), provided that either party shall have the right to call more frequent meetings with the other party to deal with emergency situations or if Landlord reasonably believes that Tenant is in breach of the terms of this Article 7. Tenant shall accommodate Landlord's requests for inspections in good faith.

7.1.3 **Records and Reports Requirements**. All plans and specifications maintained by Tenant in connection with the Building Systems, and any warranties and guaranties and operating manuals relating to the Building Systems (collectively, the "**Building Systems Documents**") shall be maintained by Tenant throughout the Lease Term and delivered to Landlord upon the expiration or earlier termination of the Lease Term or any termination of Tenant's management of the Building Systems under this Article 7 or this Lease, to the extent not previously delivered to Landlord on an as-is basis, without representation or warranty, Landlord acknowledges that such materials may not be assignable or to be relied on by Landlord pursuant to their terms.

7.1.4 **Tenant's Risk Management Obligations**. Tenant shall promptly inform Landlord as to all alleged accidents known to Tenant and/or all claims for damages relating to the Building Systems known to Tenant.

7.1.5 **Landlord's Right to Inspect Tenant's Records**. From time to time but no more than once per calendar quarter, Landlord shall have the right to inspect Tenant's records (including the Building System Documents) relating to the performance of Tenant's obligations under this Section 7.1. Tenant shall make such records reasonably available to Landlord electronically or at Tenant's offices within ten (10) business days of receipt of a request therefor.

7.1.6 **Tenant's Responsibilities Upon Termination of Tenant's Management of the Building Systems under this Article 7**. Upon the expiration or earlier termination of this Lease for any reason, or upon any termination of Tenant's management of the Building Systems under this Article 7 or this Lease, Tenant shall within ten (10) business days following receipt of a written request from Landlord, deliver the following to Landlord, or Landlord's appointed agent (except to the extent that any such item has already been delivered to Landlord).

7.1.6.1 At Landlord's option, an assignment to Landlord, or its nominee or designee, of all Service Agreements with third parties, to the extent assignable (and Tenant is not obligated to make any Service Agreements assignable), provided that Tenant is released from all liability thereunder from and after the date of such assignment and Landlord pays any fees associated with the transfer thereof.

7.1.6.2 The Building System Documents (copies thereof where reasonably acceptable).

7.1.6.3 All personal property used solely and exclusively in the maintenance and repair of the Building Systems originally delivered by Landlord to Tenant, subject to reasonable wear and tear and Casualty, without representation and/or warranty from Tenant.

7.1.6.4 Copies of any repair and maintenance records for the Building Systems.

7.1.6.5 Any other tangible items in Tenant's possession or control that are exclusively used in connection with the management of the Tenant Building Systems that Landlord may reasonably require in taking over the management thereof at Landlord's reasonable cost without representation and/or warranty from Tenant.

7.1.7 **Testing**. Tenant shall operate, maintain, and test the Building Systems including all subsystems in any special areas as designated by Landlord, as required by the terms of this Lease and in a manner consistent with the Management Standard. Tenant shall conduct such testing and maintenance in accordance with applicable Laws.

The obligation of Tenant to deliver the foregoing shall survive the termination of Tenant's obligation to manage the Project.

7.2 **Repair, Maintenance and Testing**.

7.2.1 **Tenant's Repair and Maintenance Obligations**. Tenant shall, at Tenant's sole cost and expense (except as provided for in Section 7.3 and Section 7.5 below), (i) maintain and repair all portions of the Building Systems including, but not limited to, the sewer lines, lab waste systems, grease traps, HVAC, Building automation systems, mechanical, water, electrical, plumbing, fire/life-safety, vertical transportation and elevator systems other than any elevators in the Building which do not service the Premises, and low-rise fire shutters (individually, a "**Building System**," and collectively, the "**Building Systems**") that do not serve Common Areas and/or other tenant spaces, including complying with the specifications set forth in **Exhibit J**, attached hereto, and in accordance with the Management Standard, and (ii) maintain and repair the Premises, and including all improvements, fixtures, equipment, interior window coverings, and furnishings therein, and the floor or floors of the Building on which the Premises is located in good repair and condition, in a manner commensurate with the Other Phase Buildings and Other Project Buildings and in a clean, safe and neat condition, subject to reasonable wear and tear. Notwithstanding any provision to the contrary contained in this Lease, Tenant's obligations to comply with applicable Laws are set forth in Section 24.1 below, and not in this Section 7.2. Notwithstanding the foregoing, subject to Section 10.3.2.2 below, Landlord shall be responsible for any costs incurred by Tenant to perform any work caused by the negligence or willful misconduct of any Landlord Party. Landlord hereby assigns to Tenant on a non-exclusive basis with Landlord all existing and any future warranties with respect to the Building Systems or otherwise that would reduce Tenant's repair and/or maintenance obligations hereunder and shall cooperate with Tenant, at no out-of-pocket expense to Landlord, to enforce all such warranties. Notwithstanding the foregoing, if any obligation for Tenant in this Section 7.2.1 is "capital in nature", Tenant shall notify Landlord as set forth in Section 7.3 below and Landlord shall perform such modifications pursuant to Section 7.3, and the parties shall be responsible for the respective costs as set forth in Section 7.3 below. At Landlord's option, if Tenant fails to perform the repair or maintenance required in this Section 7.2, Landlord may, after written notice to Tenant, and after affording Tenant a reasonable time period (not to exceed three (3) business days) within which to commence and thereafter diligently pursue the completion of such repair or maintenance, and after providing Tenant a second notice setting forth Landlord's intention to engage in self-help (except in the event of an emergency, in which case only one (1) business day notice to Tenant shall be required), but need not, perform such repairs or maintenance, and Tenant shall pay Landlord the actual third-party out-of-pocket reasonable cost thereof, including a reasonable percentage of the cost thereof sufficient to reimburse Landlord for all overhead, general conditions, fees and other costs or expenses arising from Landlord's involvement with such repairs and/or maintenance within thirty (30) days following Landlord's delivery of: (a) a written notice describing in reasonable detail the action taken by the Landlord, and (b) reasonably satisfactory evidence of the actual third-party out-of-pocket reasonable cost of such remedy, including a description of the contractors and materials used, a copy of all required permits and governmental approvals, a copy of receipt(s) showing Landlord's payments to those providing services or materials.

7.2.2 **Landlord's Maintenance Obligations**. Landlord shall maintain in good condition and operating order and keep in good repair and condition, in a manner commensurate with the Other Phase Buildings and Other Project Buildings and in a clean, safe and neat condition (i) the structural portions of the Building, including the foundation, parking decks and ramps, structural portions of the sidewalks, roof (including the roof membrane), curtain wall (including gaskets and seals), columns, beams, shafts, stairwells, and base Building mechanical closets, electrical service to the Building, and load bearing walls (but not the Building Systems located therein) (collectively, "**Building Structure**"), (ii) any Building Systems that serve Common Areas and/or other tenant spaces, (iii) the Parking Facilities, (iv) any obligations of Landlord during the Landlord Warranty Period set forth in Section 7.5 below, and (v) the Common Areas in a manner consistent with Other Phase Buildings and Other Project Buildings. Landlord's costs of performing its obligations under this Section 7.2 and 7.3 shall be included in Operating Expenses (except to the extent such costs are otherwise prohibited by the terms of Section 4.2.3 above, or otherwise payable directly by Tenant pursuant to this Lease). Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use of the Premises in making any repairs or replacements to the Building or the Project. Any entry of the Premises by Landlord in connection with the foregoing shall be done consistent with the terms of Article 27 of this Lease.

7.3 **Capital Improvements**. Under no circumstances shall Tenant perform any repairs, maintenance or improvements to Building Systems or Building Structure which are "capital in nature" under this Lease, including under Section 7.2.1 above or Section 24.1 below (the "**Landlord's Capital Improvements**"), even though the responsibility for such Landlord's Capital Improvements may otherwise be allocated to Tenant pursuant to the terms of this Lease, including Sections 7.2.1 above and Section 24.1 below. Rather, Landlord, shall perform and supervise all Landlord's Capital Improvements and the costs thereof shall be either (i) allocated to Landlord and not as an Operating Expense if such Landlord's Capital Improvements constitute a "Non-Reimbursable Capital Improvement," as defined in Section 7.3.1, below, or (ii) allocated to Tenant if such Landlord's Capital Improvements constitute a "Reimbursable Capital Improvement," as that term is defined in Section 4.2.4, above, or are "Tenant Funded Capital Improvements," as that term is defined in Section 7.3.1, below. Tenant shall perform all repairs, maintenance or improvements to the Premises which are "capital in nature". Tenant shall provide Landlord with notice ("**Capital Improvement Notice**") if any obligation of Tenant set forth in Section 7.2.1 above pertaining to Building Systems is "capital in nature", and reasonable evidence of the same, including Tenant's determination of whether the item is a Tenant Funded Capital Improvement, a Reimbursable Capital Improvement, or a Non-Reimbursable Capital Improvement. Within five (5) business days of Landlord's receipt of a Capital Improvement Notice, Landlord shall either provide written notice to Tenant that either (1) Landlord does not believe the proposed work is a Landlord's Capital Improvement (or Landlord does not believe that Tenant has correctly categorized the Landlord's Capital Improvement as a Tenant Funded Capital Improvement, a Reimbursable Capital Improvement, or a Non-Reimbursable Capital Improvement) or (2) confirming that Landlord will perform such Landlord's Capital Improvement in accordance with this Section 7.3. A failure of Landlord to reply within the five (5) business day period shall be deemed to be Landlord's confirmation that it will not perform such Landlord's Capital Improvement. If Landlord and Tenant disagree as to whether the work constitutes a Landlord's Capital Improvement (or whether the Landlord's Capital Improvement is a Tenant Funded Capital Improvement, a Reimbursable Capital Improvement, or a Non-Reimbursable Capital Improvement), Landlord and Tenant shall meet and confer in good faith to attempt to resolve such disagreement. If the Landlord's Capital Improvements constitute Tenant Funded Capital Improvements, (a) Landlord shall solicit qualified conforming bids from a minimum of two (2) contractors in connection with the completion of such Tenant Funded Capital Improvements and Landlord shall provide such bids to Tenant, and, within ten (10) business days following the receipt of such bids from Landlord, Tenant shall select either one of the bids and Landlord shall, thereafter, retain the contractor specified in such bid to complete the Tenant Funded Capital Improvements (provided that if Tenant fails to timely inform Landlord of its selection, upon the expiration of such ten (10)-business day period, then Landlord shall deliver Tenant a second written request for such selection and if Tenant shall fail to respond within two (2) business days after receipt of such second notice, then Landlord shall be free to select either one of the bids on Tenant's behalf); and (b) following the selection of such bid by Tenant (or Landlord, in the event Tenant fails to timely make such selection), Landlord shall complete the Tenant Funded Capital Improvements. Upon completion of any particular Tenant Funded Capital Improvements, Landlord shall provide Tenant with an invoice and reasonable documentation evidencing the costs incurred by Landlord in completion of the Tenant Funded Capital Improvements and Tenant shall pay such amounts within thirty (30) days following receipt of such invoice. The term "**capital in nature**" as used in this Lease shall mean any expenditure which would normally be "capitalized," as opposed to "expensed," under sound real estate accounting and management principles, and is made for (x) the replacement (as opposed to regular maintenance and repair) of all or a portion of an existing Building System that is non-functioning or at the end of its useful life, provided that if it is a replacement of a portion of a Building System, the portion must make-up a significant majority of the Building System or (y) any improvement to the Building Structure.

7.3.1 **Types of Landlord's Capital Improvements**. Landlord shall perform all Landlord's Capital Improvements as stated in Section 7.3, above. Tenant shall reimburse Landlord for the Reimbursable Capital Improvements, as set forth in Article 4 hereof. As set forth in Section 7.3, above, Tenant shall pay Landlord for "**Tenant Funded Capital Improvements**," which shall be Landlord's Capital Improvements which:

7.3.1.1 subject to the terms of Section 10.3.2.4 hereof, are necessitated by, but only to the extent necessitated by, the negligence or willful misconduct of the "Tenant Parties" as that term is defined in Section 10.1, below;

7.3.1.2 to the extent necessitated by Tenant's failure to improve, maintain, service, repair or replace the work in question as required in this Lease;

7.3.1.3 are caused, in whole or in part, but only to the extent caused, by any breach by Tenant of this Article 7 this Lease; or

7.3.1.4 are modifications required to comply with applicable Laws, but were triggered solely by Tenant's Alterations, the Improvements, or use of the Premises for non-general office or life-science use.

For purposes hereof, the term "**Non-Reimbursable Capital Improvements**" shall mean all Landlord's Capital Improvements other than Reimbursable Capital Improvements and Tenant Funded Capital Improvements.

7.4 **Tenant's Right to Make Repairs**. Notwithstanding any of the terms set forth in this Lease to the contrary, if Tenant provides notice to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance required to be performed by Landlord, which event or circumstance materially or adversely affects the conduct of Tenant's business from the Premises, and Landlord fails to commence corrective action within a reasonable period of time, given the circumstances, after the receipt of such Notice, but in any event not later than twenty (20) days after receipt of such Notice, then Tenant may proceed to take the required action upon delivery of an additional ten (10) business days' Notice to Landlord specifying that Tenant is taking such required action and if such action was required under the terms of this Lease to be taken by Landlord and was not commenced by Landlord within such ten (10) business day period and thereafter diligently pursued to completion, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in taking such action. Notwithstanding the foregoing, in an Emergency, the initial thirty (30) day Notice and the subsequent ten (10) day notice shall not be required, and Tenant may commence the required action upon reasonable (but not more than twenty-four (24) hours') prior notice to Landlord (which notice may be oral). Landlord's failure to dispute Tenant's right to make repairs shall conclusively be deemed Landlord's waiver of any claim that Tenant improperly performed self-help in accordance with this Section 7.4 or that the costs incurred by Tenant in such performance are excessive. In the event Tenant takes such action, Tenant shall use only those contractors used by Landlord in the Building for work unless such contractors are unwilling or unable to perform, or timely perform, such work, in which event Tenant may utilize the services of any other qualified contractor which normally and regularly performs similar work in Comparable Buildings. Following completion of any work taken by Tenant pursuant to the terms of this Section 19.5.3, Tenant shall deliver a detailed invoice of the work completed, the materials used and the costs relating thereto. If Landlord does not deliver a detailed written objection to Tenant within twenty (20) days after receipt of an invoice from Tenant, then Tenant shall be entitled to deduct from Rent payable by Tenant under this Lease, the amount set forth in such invoice. If, however, Landlord delivers to Tenant, within twenty (20) days after receipt of Tenant's invoice, a written objection to the payment of such invoice ("**Landlord's Set-Off Notice**"), setting forth with reasonable particularity Landlord's reasons for its claim that such action did not have to be taken by Landlord pursuant to the terms of this Lease or that the charges are excessive (in which case Landlord shall pay the amount it contends would not have been excessive), then Tenant shall not then be entitled to such deduction from Rent, and if so elected by Tenant shall be Tenant's sole remedy. If Landlord delivers a Landlord's Set-Off Notice to Tenant, then Tenant shall not be entitled to such deduction from Rent. Rather, Tenant may proceed to claim a default by Landlord or, if elected by either Landlord or Tenant, the matter shall proceed to resolution by the selection of an arbitrator to resolve the dispute, specifically: (1) either party shall give written notice to the other that such dispute needs to be resolved by arbitration and (2) within thirty (30) days after the giving of the written notice, both parties shall submit the dispute to arbitration administered by JAMS or any successor thereto under the Expedited Procedures provisions (Rules 16.1-16.2 in the current edition) of the JAMS Comprehensive Arbitration Rules and Procedures. The term "**JAMS Arbitration**" shall mean the foregoing dispute resolution process. The determination rendered by the arbitrator shall be binding upon the parties and may be entered in any court having jurisdiction thereof, and the prevailing party shall be awarded its reasonable attorneys' fees and costs. If Tenant prevails in the arbitration, the amount of the award (which shall include interest at the Interest Rate from the time of delivery of Tenant's invoice for such expenditures until the date Tenant receives such payment together with reasonable attorneys' fees and related costs), then Landlord shall reimburse Tenant such amounts directly within forty five (45) days after the conclusion of such arbitration. For purposes of this Section 7.4, an "**Emergency**" shall mean an event threatening immediate and material danger to people located in the Building or immediate, material damage to the Building, Building Systems, Building Structure, Tenant Improvements, or Alterations, or creates a realistic possibility of an immediate and material interference with, or immediate and material interruption of a material aspect of Tenant's business operations.

7.5 **Landlord's Warranty**. Notwithstanding the foregoing, upon the Lease Commencement Date, the Building Systems shall be in good working condition and repair and the Building Structure shall be in good condition and repair, and Landlord hereby covenants that the Building Systems shall remain in good working condition and repair and the Building Structure shall remain in good condition and repair for a period of twelve (12) months following the Lease Commencement Date (the "**Landlord Warranty Period**"), subject to the TCCs of this Section 7.5, below. Landlord shall, at Landlord's sole cost and expense (which shall not be deemed an Operating Expense), repair or replace any failed or inoperable portion of such Building Systems or Building Structure during such Landlord Warranty Period ("**Landlord's Warranty**"), provided that the need to repair or replace was not caused by the misuse, misconduct, damage, destruction, negligence and/or failure to comply with this Lease of Tenant or any Tenant Parties, or by any modifications, Alterations or Improvements (collectively, "**Tenant Damage**"). Landlord's Warranty shall not be deemed to require Landlord to replace any portion of the Base Building, as opposed to repair such portion of the Base Building, unless prudent commercial property management practices dictate replacement rather than repair of the item in question. To the extent repairs which Landlord is required to make pursuant to this Section 7.5 are necessitated in part by Tenant Damage, then, subject to the waiver of subrogation set forth in Section 10.3.2.4, the costs shall be included in Operating Expenses. If it is determined that the Base Building failed to comply with the terms of this Section 7.5 as of the Lease Commencement Date, Landlord shall not be liable to Tenant for any damages, but as Tenant's sole remedy, Landlord, at no cost to Tenant, shall promptly commence such work or take such other action as may be necessary to place the same in good working condition and repair, and shall thereafter diligently pursue the same to completion.

ARTICLE 8

ADDITIONS AND ALTERATIONS

8.1 **Landlord's Consent to Alterations**. Tenant may not make any improvements, alterations, additions or changes to the Premises, any mechanical, plumbing or HVAC facilities or systems pertaining to the Premises or any Building Systems (collectively, the "**Alterations**") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than fifteen (15) business days prior to the commencement thereof, and which consent shall not be withheld so long as the Alteration does not create a Design problem (defined below). A "**Design Problem**" shall mean a condition that will (i) materially and adversely affect the Building Structure, (ii) not be in material compliance with Applicable Laws (including building codes, electrical codes, plumbing codes, etc.), (iii) have a material and adverse effect on Building Systems or be materially incompatible with the existing Building Systems, (iv) have a material and adverse effect on the exterior appearance of the Building, (v) vitiate or otherwise negatively affect any warranty, guaranty, or insurance maintained by Landlord, (vi) materially increase Landlord's maintenance obligations pursuant to this Lease (or would materially increase Landlord's maintenance obligations at any time that Tenant is not the sole direct Tenant of the Building), or (vii) would be unusually difficult or expensive to remove, unless Tenant agrees to remove such items (repair any damage caused by such removal, and restore the affected areas to a Building standard condition) at Tenant's sole expense. Notwithstanding the foregoing, Tenant shall be permitted to make Alterations following ten (10) business days' notice to Landlord, but without Landlord's prior consent, to the extent that such Alterations do not (i) create a Design Problem, or (ii) cost more than One Hundred Thousand and 00/100 Dollars ($100,000.00) for a particular job of work (the "**Cosmetic Alterations**"). The construction of the initial improvements to the Premises shall be governed by the terms of the Work Letter and not the terms of this Article 8.

8.2 **Manner of Construction**. Landlord may impose, as a condition of its consent to any and all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors reasonably approved by Landlord, and any removal and/or restoration obligations for Specialty Alterations required to be performed pursuant to the TCCs of Section 8.5 of this Lease. If Landlord shall give its consent, the consent shall be deemed conditioned upon Tenant acquiring a permit to do the work from appropriate governmental agencies, the furnishing of a copy of such permit to Landlord prior to the commencement of the work, and the compliance by Tenant with all conditions of said permit in a prompt and expeditious manner. If such Alterations will involve the use of or disturb Hazardous Materials, Tenant shall notify Landlord prior to performing such Alterations and comply with Landlord's rules and regulations concerning such Hazardous Materials. Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all Applicable Laws and pursuant to a valid building permit, issued by the City of South San Francisco (the "**City**") (or other applicable governmental authority), in conformance with Landlord's reasonable construction rules and regulations. In the event Tenant performs any Alterations in the Premises which require or give rise to governmentally required

changes to the Building Structure, other than the legal compliance work which is Landlord's obligation pursuant to the TCCs of Section 24.1 of this Lease, then Landlord shall, at Tenant's expense, make such changes to the Base Building. The "**Base Building**" shall mean the Building Structure and Building Systems. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to obstruct access to the Project or any portion thereof, by any other tenant of the Project, and so as not to obstruct the business of other tenants in the Project. In addition to Tenant's obligations under Article 9 of this Lease, upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County of Mateo in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and as a condition precedent to the enforceability and validity of Landlord's consent, Tenant shall deliver to the management office for the Project a reproducible copy of the "as built" and CAD drawings of the Alterations, to the extent applicable, as well as all permits, approvals and other documents issued by any governmental agency in connection with the Alterations.

8.3 **Payment for Improvements**. With respect to payments to be made to Tenant's contractors for any Alterations, Tenant shall (i) comply with statutory requirements for final lien releases and waivers in connection with Tenant's payment for work to contractors, and (ii) sign Landlord's standard contractor's rules and regulations. In addition, in connection with all Alterations other than Cosmetic Alterations, Tenant shall pay Landlord an oversight fee equal to three percent (3%) of the cost of up to $500,000 of the work (and for any costs in excess of $500,000, a fee equal to one and one-half percent (1.5%) of the cost of the work), and reimburse Landlord for Landlord's reasonable, actual, out-of-pocket costs and expenses actually incurred in connection with Landlord's review of such work.

8.4 **Construction Insurance**. In addition to the requirements of Article 10 of this Lease, in the event that Tenant makes any Alterations, prior to the commencement of such Alterations, Tenant shall provide Landlord with evidence that Tenant or Tenant's contractor carries "Builder's Risk" insurance in an amount reasonably approved by Landlord covering the construction of such Alterations, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof.

8.5 **Landlord's Property**. Tenant may remove any Alterations, improvements, fixtures, affixed equipment and/or appurtenances from the Premises which Tenant can reasonably demonstrate were not paid for with the Improvement Allowance, and may remove all items constituting Tenant's intellectual property or trade secrets that are not affixed to the Premises, provided that Tenant repairs any damage to the Premises caused by such removal. Furthermore, Landlord may, by written notice to Tenant at the time of Landlord's consent to any Alterations or Improvements over which Landlord has express approval rights hereunder or to any Specialty Alterations, require Tenant, at Tenant's expense, to remove any Specialty Alterations, and to repair any damage to the Premises and Building caused by such removal. Notwithstanding anything above to the contrary, Landlord may not require Tenant to remove improvements which are consistent with typical tenant improvements for the Permitted Use; provided, however, in all cases Tenant shall be required to remove, and to restore the Premises or Project, as applicable, to their previous condition, the following: (a) any Cafeteria, kitchens, showers, restrooms, washrooms or similar facilities in the Premises that are not part of the Base Building, (b) any private/internal stairways in the Premises, as opposed to fire stairs (and Tenant shall be required to demolish and "cap" any such private/internal stairways at the expiration or earlier termination of this Lease), (c) any other items, improvements or fixtures which Tenant is expressly required to remove pursuant to the terms of this Lease, (d) any improvements or signage incorporating Tenant's name or logo, (e) safes and vaults, (f) raised flooring, and (g) any alteration, improvement or equipment not complying with Applicable Laws. Any Alterations or Improvements other than those consistent with typical tenant improvements for the Permitted Use or as numerated in (a) through (h) above, are "**Specialty Alterations**". If Tenant fails to complete such removal and/or to repair any damage caused by the removal of any Alterations or improvements in the Premises, then Landlord may do so and may charge the cost thereof to Tenant.

ARTICLE 9

COVENANT AGAINST LIENS

Tenant shall keep the Project and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least ten (10) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under Applicable Laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance by bond or otherwise within five (5) days after notice by Landlord, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Building or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Building or Premises arising in connection with any such work or respecting the Premises not performed by or at the request of Landlord shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Project, Building and Premises.

ARTICLE 10

INDEMNIFICATION AND INSURANCE

10.1 **Indemnification and Waiver**. Except to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Parties, Tenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever and agrees that Landlord, its partners, subpartners and their respective officers, agents, servants, employees, and independent contractors (collectively, "**Landlord Parties**") shall not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant. Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from and against any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) (collectively, "**Loss**") incurred in connection with or arising from: (a) any causes in, on or about the Premises, except to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Parties; (b) the use or occupancy of the Premises by Tenant or any person claiming under Tenant; (c) any activity, work, or thing done, or permitted or suffered by Tenant in or about the Premises; (d) any acts, omission, or negligence of Tenant or any person claiming under Tenant, or the contractors, agents, employees, Transferees, occupants pursuant to Section 14.9 below, invitees, or visitors of Tenant or any such person, in, on or about the Project (collectively, "**Tenant Parties**"); (e) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Tenant; or (f) the placement of any personal property or other items by Tenant or the Tenant Parties outside of the Premises. Subject to this Section 10.1, Landlord shall indemnify, defend, protect, and hold harmless Tenant other Tenant Parties from and against any and all Loss arising from the negligence or willful misconduct of Landlord or any Landlord party in, on or about the Project, except to the extent caused by the negligence or willful misconduct of the Tenant Parties. Notwithstanding anything to the contrary set forth in this Lease, either party's agreement to indemnify the other party as set forth in this Section 10.1 shall be ineffective to the extent the matters for which the indemnitor agreed to indemnify the indemnitee are covered by insurance required to be carried by the indemnitee pursuant to this Lease (or would have been covered had the indemnitee carried the insurance required). Further, Tenant's agreement to indemnify Landlord and Landlord's agreement to indemnify Tenant pursuant to this Section 10.1 are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried pursuant to the provisions of this Lease, to the extent such policies cover, or if carried, would have covered the matters, subject to the parties' respective indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Lease. The provisions of this Section 10.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable to Tenant for, and Tenant assumes all risk of, damage to personal property or scientific

research or intellectual property, including loss of records kept by Tenant within the Premises and damage or losses caused by fire, electrical malfunction, gas explosion or water damage of any type (including broken water lines, malfunctioning fire sprinkler systems, malfunctioning lab systems, roof leaks or stoppages of lines). Tenant further waives any claim for injury to Tenant's business or loss of income relating to any such damage or destruction of personal property to the extent described above. Neither party shall be liable to the other party for any special or consequential damages, loss of profits, loss of business opportunity or loss of goodwill from the failure of such party to meet its obligations under the Lease, subject to Article 16 below. The parties acknowledge and agree that if Landlord is required to abate the rent of another tenant at the Project under the terms and conditions of such tenant's lease, or as required by Law, as the result of any Alteration constructed by or on behalf of Tenant, or in connection with any repair or maintenance performed by or on behalf of Tenant, which interferes with such tenant's use of its premises, then such rental abatement shall not be deemed consequential damages, loss of profits, loss of business opportunity or loss of goodwill within the limitation set forth in the preceding sentence.

10.2 **Landlord's Insurance**. Landlord shall insure the Base Building during the Lease Term against loss or damage on an "all risk" type insurance form, with customary exceptions, subject to commercially reasonable deductibles, in an amount equal to at least the replacement value of the Base Building. Landlord shall also carry earthquake insurance for the Base Building during the Lease Term. Subject to the preceding two sentences, such coverage shall be in such amounts, from such companies, and on such other TCCs, as Landlord may from time-to-time reasonably determine. Additionally, at Landlord's option, such insurance coverage may include the risks of terrorism and/or flood damage. Notwithstanding the foregoing provisions of this Section 10.2, the coverage and amounts of insurance carried by Landlord in connection with the Project shall be materially comparable to the coverage and amounts of insurance that are carried by landlords of Comparable Buildings; provided, that Landlord shall not be obligated to carry terrorism insurance. Landlord shall carry commercial general liability insurance with coverage of at least $10,000,000.00 per occurrence, which may be obtained through a combination of primary and umbrella/excess policies. Tenant shall, at Tenant's expense, comply with Landlord's insurance company requirements pertaining to the use of the Premises. If Tenant's conduct or use of the Premises causes any increase in the premium for such insurance policies then Tenant shall reimburse Landlord for any such increase. Tenant, at Tenant's expense, shall comply with all rules, orders, regulations or requirements of the American Insurance Association (formerly the National Board of Fire Underwriters) and with any similar body.

10.3 **Tenant's Insurance**. Throughout the Lease Term, Tenant shall maintain the following coverages in the following amounts. The required evidence of coverage must be delivered to Landlord on or before the date required under Section 10.4(I) sub-sections (x) and (y), or Section 10.4(II) below (as applicable). Such policies shall be for a term of at least one (1) year, or the length of the Lease Term, whichever is less.

10.3.1 Commercial General Liability Insurance, including Broad Form contractual liability covering the insured against claims of bodily injury, personal injury and property damage (including loss of use thereof) based upon or arising out of Tenant's operations, occupancy or maintenance of the Project and all areas appurtenant thereto. Such insurance shall be written on an "occurrence" basis. Landlord and any other party the Landlord so specifies that has a material financial interest in the Project, including Landlord's managing agent, ground lessor and/or lender, if any, shall be named as additional insureds as their interests may appear using Insurance Service Organization's form CG2011 or a comparable form approved by Landlord. Tenant shall provide an endorsement or policy excerpt showing that Tenant's coverage is primary and any insurance carried by Landlord shall be excess and non-contributing. The coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations. This policy shall include coverage for all liabilities assumed under this Lease as an insured contract for the performance of all of Tenant's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. Limits of liability insurance shall not be less than the following; provided, however, such limits may be achieved through the use of an Umbrella/Excess Policy:

Bodily Injury and Property Damage Liability	$10,000,000 each occurrence
Personal Injury and Advertising Liability	$10,000,000 each occurrence
Tenant Legal Liability/Damage to Rented Premises Liability	$10,000,000

10.3.2 Property Insurance covering (i) all furniture, personal property, business and trade fixtures, equipment, free-standing cabinet work, movable partitions, merchandise and all other items of Tenant's business personal property on the Premises installed by, for, or at the expense of Tenant, (ii) the Improvements, and any other improvements which exist in the Premises as of the Lease Commencement Date (excluding the Base Building) (the "**Original Improvements**"), and (iii) all Alterations performed in the Premises. Such insurance shall be written on a Special Form basis, for the full replacement cost value (subject to reasonable deductible amounts), without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include coverage for (a) all perils included in the CP 10 30 04 02 Coverage Special Form, and (b) water damage from any cause whatsoever, including, but not limited to, sprinkler leakage, bursting, leaking or stoppage of any pipes, explosion, and backup or overflow from sewers or drains.

10.3.2.1 **Increase in Project's Property Insurance**. Tenant shall pay for any increase in the premiums for the property insurance of the Project if said increase is caused by Tenant's acts, omissions, use or occupancy of the Premises.

10.3.2.2 **Intentionally Omitted**.

10.3.2.3 **No Representation of Adequate Coverage**. Landlord makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Tenant's property, business operations or obligations under this Lease.

10.3.2.4 **Property Insurance Subrogation**. Landlord and Tenant intend that their respective property loss risks shall be borne by insurance carriers to the extent above provided (and by an insurance carrier satisfying the requirements of Section 10.4(i) below), and Landlord and Tenant hereby agree to look solely to, and seek recovery only from, their respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. The parties each hereby waive all rights and claims against each other for such losses, and waive all rights of subrogation of their respective insurers. Landlord and Tenant hereby represent and warrant that their respective "all risk" property insurance policies include a waiver of (i) subrogation by the insurers, and (ii) all rights based upon an assignment from its insured, against Landlord and/or any of the Landlord Parties or Tenant and/or any of the Tenant Parties (as the case may be) in connection with any property loss risk thereby insured against. Tenant will cause all subtenants and licensees of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this Section 10.3.2.4 and to obtain such waiver of subrogation rights endorsements. If either party hereto fails to maintain the waivers set forth in items (i) and (ii) above, the party not maintaining the requisite waivers shall indemnify, defend, protect, and hold harmless the other party for, from and against any and all claims, losses, costs, damages, expenses and liabilities (including, without limitation, court costs and reasonable attorneys' fees) arising out of, resulting from, or relating to, such failure.

10.3.3 Business Income Interruption for one year (1) in such amounts as will reimburse Tenant for actual direct or indirect loss of earnings attributable to the risks outlined in Section 10.3.2 above.

10.3.4 Worker's Compensation or other similar insurance pursuant to all applicable state and local statutes and regulations, and Employer's Liability with minimum limits of not less than $1,000,000 each accident/employee/disease.

10.3.5 Commercial Automobile Liability Insurance covering all Owned (if any), Hired, or Non-owned vehicles with limits not less than $1,000,000 combined single limit for bodily injury and property damage.

10.4 **Form of Policies**. The minimum limits of policies of insurance required of Landlord and Tenant under this Lease shall in no event limit their respective liability under this Lease. Such insurance shall (i) be issued by an insurance company having an AM Best rating of not less than A-X (or to the extent AM Best ratings are no longer available, then a similar rating from another comparable rating agency), and licensed to do business in the State of California, (ii) be in form and content complying with the requirements of Section 10.3 (including, Sections 10.3.1 through 10.3.5), (iii) Tenant shall not do or permit to be done anything which invalidates the required insurance policies, and (iv) provide that said insurance shall not be

canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Landlord (provided that such notice shall not be necessary for the expiration of such policies or any cancellation for non-payment of related premiums). Tenant shall deliver said policy or policies or certificates thereof and applicable endorsements which meet the requirements of this Article 10 to Landlord on or before (I) the earlier to occur of: (x) the Lease Commencement Date, and (y) the date Tenant and/or its employees, contractors and/or agents first enter the Premises for occupancy, construction of improvements, alterations, or any other move-in activities, and (II) five (5) business days after the renewal of such policies. In the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates and applicable endorsements, Landlord may, at its option, after written notice to Tenant and Tenant's failure to obtain such insurance within five (5) days thereafter, procure such policies for the account of Tenant and the sole benefit of Landlord, and the cost thereof shall be paid to Landlord after delivery to Tenant of bills therefor.

10.5 **Additional Insurance Obligations**. Tenant shall carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this Article 10 and such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be reasonably requested by Landlord; provided, however, that the increased amount of coverage and deductibles are consistent with coverage amounts and deductibles then being required by other institutional owners of Comparable Buildings with tenants comparable to Tenant (in terms of credit rating and net worth) occupying similar size premises. Notwithstanding the foregoing, in no event shall Tenant be required to carry earthquake or terrorism insurance and in no event shall Landlord increase the amounts and types of the insurance required to be carried by Tenant hereunder more than once during the initial Lease Term and each Option Term.

10.6 **Third-Party Contractors**. Tenant shall obtain and deliver to Landlord, Third Party Contractor's certificates of insurance and applicable endorsements at least seven (7) business days prior to the commencement of work in or about the Premises by any vendor or any other third-party contractor (collectively, a "**Third Party Contractor**"). All such insurance shall (a) name Landlord as an additional insured under such party's liability policies as required by Section 10.3.1 above and this Section 10.6, (b) be primary and any insurance carried by Landlord shall be excess and non-contributing, and (c) comply with Landlord's minimum insurance requirements.

ARTICLE 11

DAMAGE AND DESTRUCTION

11.1 **Repair of Damage**. If the Base Building or any Common Areas serving or providing access to the Premises or Parking Facilities shall be damaged by a fire or any other casualty (collectively, a "**Casualty**"), Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or Force Majeure Delays, and subject to all other terms of this Article 11, restore the Base Building and such Common Areas. Such restoration shall be to substantially the same condition of the Base Building and the Common Areas prior to the Casualty, except for modifications required by Applicable Laws. Tenant shall have the sole right, but not the obligation, at its sole cost and expense, to repair any injury or damage to the Improvements and the Original Improvements installed in the Premises and to return such Improvements and Original Improvements to their original condition, which work shall be performed as an Alteration pursuant to Article 8, above. Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof; provided however, that if such Casualty shall have damaged the Premises or Common Areas necessary to Tenant's occupancy, and the Premises is not occupied by Tenant as a result thereof, then during the time and to the extent the Premises is unfit for occupancy, the Rent shall be abated to the extent that the Premises is not usable by Tenant for the conduct of business. In the event that Landlord shall not deliver the Landlord Repair Notice, Tenant's right to rent abatement pursuant to the preceding sentence shall terminate as of the date which is reasonably determined by Landlord to be the date Tenant should have completed repairs to the Premises assuming Tenant used reasonable due diligence in connection therewith. If, as a result of a Casualty, Tenant is prevented from using, and does not use, more than ten percent (10%) of Tenant's Parking Passes for the Parking Facilities for more than ten (10) consecutive days, Tenant shall be entitled to an equitable abatement of the Operating Expenses associated with the Parking Facilities based on the number of parking spaces in Tenant's Parking Passes that are unusable and not used by tenant from the date of such Casualty until rebuilt by Landlord. In addition, if any Casualty also affects the Food and Beverage Space, Landlord shall use reasonable efforts to make alternative food service available to Tenant, such as by providing access to food trucks or cafeterias in other Phases.

11.2 **Landlord's Option to Repair; Tenant Termination Right**. Notwithstanding the terms of Section 11.1 of this Lease, Landlord may elect not to rebuild and/or restore the Premises, Building and/or Project, and instead terminate this Lease, by notifying Tenant in writing of such termination within sixty (60) days after the date of discovery of the damage, such notice to include a termination date giving Tenant ninety (90) days to vacate the Premises, but Landlord may so elect only if the Building or Phase 1 shall be damaged by Casualty, whether or not the Premises is affected, Landlord also terminates the leases of all other tenants similarly affected by the Casualty for which Landlord has termination rights, and one or more of the following conditions is present: (i) in Landlord's reasonable judgment, repairs cannot reasonably be completed within two hundred seventy (270) days after the date of discovery of the damage (when such repairs are made without the payment of overtime or other premiums); (ii) except for the Landlord Contribution, the damage is not fully covered by Landlord's insurance policies (and would not have been fully covered had Landlord carried the insurance required to be carried by Landlord under this Lease) or if an exception to coverage in such policy based on Landlord's own intentional misconduct results in such insurance not being available; or (iii) the damage occurs during the last twelve (12) months of the Lease Term unless Tenant has properly delivered an Exercise Notice to Landlord pursuant to Section 2.2 above. For the purposes of this Section 11.2, the "**Landlord Contribution**" shall initially mean Ten Million and 00/100 Dollars ($10,000,000.00). In addition, also notwithstanding the foregoing, Tenant may override Landlord's election to terminate the Lease if Tenant shall agree in writing within thirty (30) days after receipt of Landlord's notice electing to terminate this Lease to pay any costs of restoration to the extent such costs exceed the amount of any insurance proceeds received by Landlord in excess of the Landlord Contribution (the "**Casualty Shortfall Amount**"), in which event Landlord shall make any insurance proceeds that are available under policies carried by Landlord available to fund the restoration; provided, however, that if Tenant exercises such election, Landlord shall have the right to require that within thirty (30) days after exercise of such right, Tenant shall enter into an agreement with Landlord pursuant to which Tenant will covenant to deposit into an escrow or, to the extent required by any lender with a lien on the Premises, with such lender the Casualty Shortfall Amount on terms and conditions reasonably acceptable to Landlord. In addition, if Tenant elects to override Landlord's election to terminate

this Lease as provided above, Tenant shall execute and deliver to any such lender any documents reasonably required by such lender to evidence Tenant's intention to keep this Lease in full force and effect. If the Premises and/or access thereto are materially damaged by Casualty, and Landlord does not elect to terminate this Lease pursuant to Landlord's termination right as provided above, and either the repairs cannot, in the reasonable opinion of Landlord, be completed within two hundred seventy (270) days after being commenced or the damage occurs during the last twelve (12) months of the Lease Term, Tenant may elect, no earlier than sixty (60) days after the date of the damage and not later than ninety (90) days after the date of such damage, to terminate this Lease by written notice to Landlord effective as of the date specified in the notice, which date shall not be less than thirty (30) days nor more than sixty (60) days after the date such notice is given by Tenant. Furthermore, if neither Landlord nor Tenant has terminated this Lease, and the repairs are not actually completed within sixty (60) days of the later of (x) the date that Landlord originally estimated for completion in "Landlord's Repair Estimate Notice" (as that term is defined hereinbelow) or (y) two hundred seventy (270) days after being commenced, then Tenant shall have the right to terminate this Lease during the first five (5) business days of each calendar month following the end of such period until such time as the repairs are complete, by notice to Landlord (the "**Damage Termination Notice**"), effective as of a date set forth in the Damage Termination Notice (the "**Damage Termination Date**"), which Damage Termination Date shall not be less than ten (10) business days following the end of each such month. Notwithstanding the foregoing, if Tenant delivers a Damage Termination Notice to Landlord, then Landlord shall have the right to suspend the occurrence of the Damage Termination Date for a period ending thirty (30) days after the Damage Termination Date set forth in the Damage Termination Notice by delivering to Tenant, within five (5) business days of Landlord's receipt of the Damage Termination Notice, a certificate of Landlord's contractor responsible for the repair of the damage certifying that it is such contractor's good faith judgment that the repairs shall be substantially completed within thirty (30) days after the Damage Termination Date. If repairs shall be substantially completed prior to the expiration of such thirty-day period, then the Damage Termination Notice shall be of no force or effect, but if the repairs shall not be substantially completed within such thirty-day period, then this Lease shall terminate upon the expiration of such thirty-day period. At any time, from time to time, after the date occurring sixty (60) days after the date of the damage, Tenant may request that Landlord inform Tenant of Landlord's reasonable opinion of the date of completion of the repairs and Landlord shall respond to such request within five (5) business days ("**Landlord's Repair Estimate Notice**"). Notwithstanding the provisions of this Section 11.2, Tenant shall have the right to terminate this Lease under this Section 11.2 only if each of the following conditions is satisfied: (a) the damage to the Project by Casualty was not caused by the gross negligence or intentional act of Tenant or its partners or subpartners and their respective officers, agents, servants, employees, and independent contractors; (b) as a result of the damage, Tenant cannot reasonably conduct business from the portion of the Premises affected by such Casualty; and, (c) as a result of the damage to the Project, Tenant does not occupy or use a material portion of the Premises for the conduct of business (For the purposes of this subsection (c), Landlord agrees that certain portions of the Premises may provide centralized or integral services for the remainder of the Premises and that a Casualty to any such area may be deemed a "material portion of the Premises" for the purposes of subsection (c)). In the event this Lease is terminated in accordance with the terms of this Section 11.2, Tenant shall assign to Landlord (or to any party designated by Landlord) all insurance proceeds payable to Tenant under Tenant's insurance required under items (ii) and (iii) of Section 10.3.2 of this Lease. During any period in which the Parking Facilities are not available for Tenant's use pursuant to this Lease as a result of Casualty, but Tenant is otherwise conducting business from the Premises, Landlord shall make temporary parking reasonably available for Tenant's use, without charge, which temporary parking shall be available at the Project, or another reasonably proximate location.

11.3 **Waiver of Statutory Provisions**. The provisions of this Lease, including this Article 11, 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 or the Project, and any statute or regulation of the State of California, 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 other statute or regulation, now or hereafter 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 Project.

ARTICLE 12

NONWAIVER

No provision of this Lease shall be deemed waived by either party hereto unless expressly waived in a writing signed thereby. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant or condition herein contained. 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 acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Lease Term or of Tenant's right of possession hereunder, or after the giving of any notice shall reinstate, continue or extend the Lease Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

ARTICLE 13

CONDEMNATION

If the whole or more than thirty percent (30%) of the Premises, Building or Phase shall be taken by power of eminent domain or condemned by any competent authority for any public or quasi-public use or purpose, or if any adjacent property or street shall be so taken or condemned, or reconfigured or vacated by such authority in such manner as to require the use, reconstruction or remodeling of any part of the Premises, Building or Phase, or if Landlord shall grant a deed or other instrument in lieu of such taking by eminent domain or condemnation, Landlord shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority or any earlier date specified in writing by Tenant, but only if Landlord also terminates the leases of all other similarly affected tenants for which Landlord has termination rights. If a sufficient portion of the Premises is taken so that Tenant cannot conduct Tenant's business therein, as reasonably determined by Tenant, or if access to the Premises is substantially impaired, in each case for a period in excess of one hundred eighty (180) days, Tenant shall have the option to terminate this Lease effective as of the date possession is required to be surrendered to the authority. Tenant shall not because of such taking assert any claim against Landlord or the authority for any compensation because of such taking and Landlord shall be entitled to the entire award or payment in connection therewith, except that Tenant shall have the right to file any separate claim available to Tenant for any taking of Tenant's personal property and fixtures belonging to Tenant and removable by Tenant upon expiration of the Lease Term pursuant to the terms of this Lease, and for moving expenses, so long as such claims do not diminish the award available to Landlord, its ground lessor with respect to the Building or Project or its mortgagee, and such claim is payable separately to Tenant. All Rent shall be apportioned as of the date of such termination. If any part of the Premises shall be taken, and this Lease shall not be so terminated, the Rent shall be proportionately abated. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of The California Code of Civil Procedure. Notwithstanding anything to the contrary contained in this Article 13, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and the Additional Rent shall be abated for the period of such taking in proportion to the ratio of the portion of the Premises that is unfit for use as a result of such taking bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

14.1 **Transfers**. Except as provided in Sections 14.8 and 14.9 below, Tenant shall not, without the prior written consent of Landlord, assign, mortgage, pledge, hypothecate, encumber, or permit any lien as a result of the acts or omissions of Tenant or any Tenant Party to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment, or other transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or enter into any license or concession agreements or otherwise permit the occupancy or use of the Premises or any part thereof by any persons other than Tenant and its employees and contractors (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any person or entity to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**"). If Tenant desires Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "**Transfer Notice**") shall include (i) the proposed effective date of the Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice, (ii) a description of the portion of the Premises to be transferred (the "**Subject Space**"), (iii) all of the terms of the proposed Transfer and the consideration therefor, including calculation of the "Transfer Premium", as that term is defined in Section 14.3 below, in connection with such Transfer, the name and address of the proposed Transferee, and a copy of all existing executed and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, provided that Landlord shall have the right to require Tenant to utilize Landlord's standard, commercially reasonable consent to Transfer documents in connection with the documentation of Landlord's consent to such Transfer, (iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and any other information required by Landlord which will enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space, (v) if the Transfer will result in occupancy of the Premises by more than one entity, then detailed plans showing required modifications to the Premises for demising, exiting, security and shared occupancy and (vi) an executed estoppel certificate from Tenant in the form attached hereto as **Exhibit E**. Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute a default by Tenant under this Lease. Whether or not Landlord consents to any proposed Transfer, Tenant shall pay Landlord's reasonable professional fees (including, without limitation, attorneys', accountants', architects', engineers' and consultants' fees) incurred by Landlord, within thirty (30) days after written request by Landlord.

14.2 **Landlord's Consent**. Landlord shall not unreasonably withhold its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice, and shall grant or withhold such consent within ten (10) business days following the date upon which Landlord receives a "complete" Transfer Notice from Tenant (*i.e.*, a Transfer Notice that includes all documents and information required pursuant to Section 14.1 of this Lease, above). If Landlord fails to respond to a "complete" Transfer Notice within ten (10) business days, Tenant may send a second notice to Landlord, which notice must contain the following disclaimer in bold face, capitalized type: "NOTICE – SECOND REQUEST FOR APPROVAL OF [ASSIGNMENT/SUBLEASE] PURSUANT TO ARTICLE 14 OF THE LEASE – FAILURE TO TIMELY RESPOND WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THIS NOTICE WILL RESULT IN DEEMED APPROVAL OF SUCH [ASSIGNMENT/SUBLEASE]." If Landlord fails to respond in writing within five (5) business days after delivery of such second Transfer Notice, then Landlord shall be deemed to have consented to the proposed Transfer. Without limitation as to other reasonable grounds for withholding consent, the parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply:

14.2.1 The Transferee is engaged in a business which is not consistent with the quality of the Building or the Project, as judged by then existing tenants of the Project;

14.2.2 The Transferee intends to use the Subject Space for purposes which are not permitted under this Lease;

14.2.3 The Transferee is either a governmental agency or instrumentality thereof;

14.2.4 The Transferee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities to be undertaken in connection with the Transfer on the date consent is requested;

14.2.5 The proposed Transfer would cause a violation of another lease for space in the Project, or would give an occupant of the Project a right to cancel its lease;

14.2.6 The proposed Transferee is a current tenant or subtenant of the Project (a "**Current Tenant Transferee**") or has actively negotiated with Landlord for space in the Project within the preceding three (3) month period (a "**Potential Tenant Transferee**"); provided, however, Landlord must be able to accommodate such Current Tenant Transferee or Potential Tenant Transferee with currently or imminently available inventory in the Project (the "**Available Transfer Space**"). Tenant may at any time provide written notice to Landlord of its desire to Transfer certain Transfer Space and Landlord and Tenant agree, in good faith, to discuss within five (5) business days of Tenant's written request whether Landlord has any such Available Transfer Space. Tenant shall not have the right to contact any Current Tenant Transferee or Potential Tenant Transferee for Tenant's Transfer of the proposed Transfer Space if Landlord reasonably and in good faith believes there is Available Transfer Space in the Project. Once Landlord notifies Tenant that it may not contact a particular Current Tenant Transferee or Potential Tenant Transferee regarding a potential Transfer of certain proposed Transfer Space (the "**Disallowed Current Tenant Transfer**"), if Landlord and such Current Tenant Transferee or Potential Tenant Transferee do not thereafter enter into a Transfer of all or any portion of the Available Transfer Space for any reason (including, without limitation, the Current Tenant Transferee's or Potential Tenant Transferee's determination that the portion of the Available Transfer Space offered by Landlord is unacceptable for any reason) within three (3) months, then, subject to the requirements of this Section 14.2, Tenant may contact the proposed Current Tenant Transferee or Potential Tenant Transferee regarding the Disallowed Current Tenant Transfer and Landlord shall have no further right to withhold its consent to such Disallowed Current Tenant Transfer pursuant to this Section 14.2.6.

If Landlord consents to any Transfer pursuant to the terms of this Section 14.2 (and does not exercise any recapture rights Landlord may have under Section 14.4 of this Lease), Tenant may within six (6) months after Landlord's consent, but not later than the expiration of said six (6)-month period, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 14.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 14.2, or (ii) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 14 (including Landlord's right of recapture, if any, under Section 14.4 of this Lease). Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed Transferee claims that Landlord has unreasonably withheld or delayed its consent under this Section 14.2 or otherwise has breached or acted unreasonably under this Article 14, their sole remedies shall be a declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant hereby waives the provisions of Section 1995.310 of the California Civil Code, or any successor statute, and all other remedies, including, without limitation, any right at law or equity to terminate this Lease, on its own behalf and, to the extent permitted under all Applicable Laws, on behalf of the proposed Transferee.

14.3 **Transfer Premium**. If Landlord consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord fifty percent (50%) of any "Transfer Premium," as that term is defined in this Section 14.3, received by Tenant from such Transferee. "**Transfer Premium**" shall mean all rent, additional rent or other consideration payable by such Transferee in connection with the Transfer in excess of the Rent and Additional Rent payable by Tenant under this Lease during the term of the Transfer on a per rentable square foot basis if less than all of the Premises is transferred, after deducting the reasonable expenses incurred by Tenant for (i) any changes, alterations and improvements to the Premises in connection with the Transfer, (ii) any free base rent reasonably provided to the Transferee, (iii) any brokerage commissions in connection with the Transfer, and (iv) legal fees reasonably incurred in connection with the Transfer. "Transfer Premium" shall also include, but not be limited to, key money, bonus money or other cash consideration paid by Transferee to Tenant in connection with such Transfer which is consideration for the use of the Premises, and any payment in excess of fair market value for services rendered by Tenant to Transferee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to Transferee in connection with such Transfer.

14.4 **Landlord's Option as to Subject Space**. Notwithstanding anything to the contrary contained in this Article 14, Landlord shall have the option, by giving written notice to Tenant within ten (10) business days after receipt of any Transfer Notice, to recapture the Subject Space but only if the Transfer is for fifty percent (50%) or more of the Premises for substantially all of the remainder of the then Lease Term. Such recapture notice shall cancel and terminate this Lease with respect to the Subject Space as of the date stated in the Transfer Notice as the effective date of the proposed Transfer. In the event of a recapture by Landlord, if this Lease shall be canceled with respect to less than the entire Premises, (i) the Rent reserved herein and the amount of the Security Deposit or letter of credit shall be prorated on the basis of the number of rentable square feet retained by Tenant in proportion to the number of rentable square feet contained in the Premises, (ii) Landlord shall be responsible for all costs to separately demise the Premises from the recaptured space and segregate any previously dedicated Building services and utilities, and (iii) this Lease as so amended shall continue thereafter in full force and effect, and upon request of either party, the parties shall execute written confirmation of the same. If Landlord declines, or fails to elect in a timely manner to recapture the Subject Space under this Section 14.4, then, provided Landlord has consented to the proposed Transfer, Tenant shall be entitled to proceed to Transfer the Subject Space to the proposed Transferee, subject to provisions of this Article 14. In no event shall this Section 14.4 apply to a Transfer to a Permitted Transferee.

14.5 **Effect of Transfer**. If Landlord consents to a Transfer, (i) the TCCs of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer (at Tenant's election), setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from any liability under this Lease, including, without limitation, in connection with the Subject Space. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency, and if understated by more than five percent (5%), Tenant shall pay Landlord's costs of such audit.

14.6 **Additional Transfers**. For purposes of this Lease, the term "**Transfer**" shall also include (i) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of more than fifty percent (50%) or more of the partners, or transfer of more than fifty percent (50%) or more of partnership interests, within a twelve (12)-month period, or the dissolution of the partnership without immediate reconstitution thereof, and (ii) if Tenant is a closely held corporation (*i.e.*, whose stock is not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of Tenant or (B) the sale or other transfer of an aggregate of more than fifty percent (50%) or more of the voting shares of Tenant (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (C) the sale, mortgage, hypothecation or pledge of an aggregate of more than fifty percent (50%) or more of the value of the unencumbered assets of Tenant within a twelve (12)-month period.

14.7 **Occurrence of Default**. If Tenant shall be in default under this Lease beyond applicable notice and cure periods, Landlord is hereby irrevocably authorized to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such Transferee may rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant. Upon any assignment, the assignee shall assume in writing all obligations and covenants of Tenant thereafter to be performed or observed under this Lease. No collection or acceptance of rent by Landlord from any Transferee shall be deemed a waiver of any provision of this Article 14 or the approval of any Transferee or a release of Tenant from any obligation under this Lease, whether theretofore or thereafter accruing. In no event shall Landlord's enforcement of any provision of this Lease against any Transferee be deemed a waiver of Landlord's right to enforce any term of this Lease against Tenant or any other person. If Tenant's obligations hereunder have been guaranteed, Landlord's consent to any Transfer shall not be effective unless the guarantor also consents to such Transfer.

14.8 **Deemed Consent Transfers**. Notwithstanding anything to the contrary contained in this Lease, (A) an assignment or subletting of all or a portion of the Premises to an affiliate of Tenant (an entity which is controlled by, controls, or is under common control with, Tenant as of the date of this Lease), (B) a sale of corporate shares of capital stock in Tenant in connection with an initial public offering of Tenant's stock on a nationally-recognized stock exchange, (C) an assignment of the Lease to an entity which acquires all or substantially all of the stock or assets of Tenant, or (D) an assignment of the Lease to an entity which is the resulting entity of a merger or consolidation of Tenant during the Lease Term, shall not be deemed a Transfer requiring Landlord's consent under this Article 14 or payment of the Transfer Premium (any such assignee or sublessee described in items (A) through (D) of this Section 14.8 hereinafter referred to as a "**Permitted Transferee**"), provided that (i) Tenant notifies Landlord at least ten (10) days prior to the effective date of any such assignment or sublease (unless such notice is protected by confidentiality obligations, in which case Tenant shall notify Landlord as soon as is permitted, but not later than ten (10) days after the effective date of such assignment or sublease) and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such Transfer or Permitted Transferee as set forth above, (ii) Tenant is not in default, beyond the applicable notice and cure period, and such assignment or sublease is not a subterfuge by Tenant to avoid its obligations under this Lease, (iii) in connection with an assignment under (C) or (D) above, such Permitted Transferee shall have a tangible net worth (not including goodwill as an asset) computed in accordance with generally accepted accounting principles ("**Net Worth**") at least equal to One Billion Dollars ($1,000,000,000) with cash on hand of at least Two Million Dollars ($2,000,000), (iv) no assignment or sublease relating to this Lease, whether with or without Landlord's consent, shall relieve Tenant from any liability under this Lease, and (v) the liability of such Permitted Transferee under either an assignment or sublease shall be joint and several with Tenant. An assignee of Tenant's entire interest in this Lease who qualifies as a Permitted Transferee may also be referred to herein as a "**Permitted Transferee Assignee**." "**Control**," as used in this Section 14.8, shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of more than fifty percent (50%) of the voting interest in, any person or entity.

14.9 **Occupancy by Others**. Furthermore, and notwithstanding any contrary provision of this Article 14, the Tenant shall have the right, without the receipt of Landlord's consent and without payment to Landlord of the Transfer Premium, but on not less than five (5) business days prior written notice to Landlord, to permit the occupancy of up to 30,000 rentable square footage of the Premises, pursuant to an occupancy agreement between Tenant and such occupant, to any individual(s) or entity(ies) with an ongoing business relationship with Tenant, including Tenant's partners, agents, contractors and consultants performing services for Tenant or its clients. Such occupancy pursuant to this Section 14.9 shall include the use of a corresponding interior support area and other portions of the Premises which shall be common to Tenant and the permitted occupants, on and subject to the following conditions: (i) each individual or entity shall be of a character and reputation consistent with the quality of the Building and the Project; (ii) no individual or entity shall occupy a separately demised portion of the Premises or which contains an entrance to such portion of the Premises other than the primary entrance to the Premises; (iii) the rent, if any, paid by such occupants shall not be greater than the rent allocable on a pro rata basis to the portion of the Premises occupied by such occupants; (iv) such occupancy shall not be a subterfuge by Tenant to avoid its obligations under this Lease or the restrictions on Transfers pursuant to this Article 14; and (v) no such occupant shall be required to maintain the insurance coverage required to be maintained by Tenant hereunder. Any occupancy permitted under this Section 14.9 shall not be deemed a Transfer under this Article 14. Notwithstanding the foregoing, no such occupancy shall relieve Tenant from any liability under this Lease.

ARTICLE 15

SURRENDER OF PREMISES; OWNERSHIP AND REMOVAL OF TRADE FIXTURES

15.1 **Surrender of Premises**. No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger.

15.2 **Removal of Tenant Property by Tenant**. Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 15, quit and surrender possession of the Premises to Landlord in good order and condition, reasonable wear and tear, damaged caused by Casualty, and repairs which are specifically made the responsibility of Landlord hereunder excepted. Tenant's restoration obligations may also include satisfying Landlord's commercially reasonable procedures regarding the cleaning and purging of any lab systems and sealing any connection points of any such lab systems to the Premises, all at Tenant's sole cost and expense. Upon such expiration or termination, in addition to Tenant's obligations under Section 29.32, below, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, server and telephone equipment, movable partitions and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed, and Tenant shall repair at its own expense all damage to the Premises and Building resulting from such removal. Tenant shall, upon the expiration or earlier termination of this Lease, furnish to Landlord evidence that Tenant has closed all governmental permits and licenses, if any, issued in connection with Tenant's or Tenant's Parties' activities at the Premises. If any such governmental permits or licenses have been issued and Tenant fails to provide evidence of such closure on or before the expiration or earlier termination of this Lease, then until Tenant does so, the holdover provisions of Article 16 of this Lease shall apply to the extent a future tenant or occupant is delayed in constructing initial improvements in the Premises as a result.

15.3 **Environmental Assessment**. In connection with its surrender of the Premises, Tenant shall submit to Landlord, at least sixty (60) days prior to the expiration date of this Lease (or in the event of an earlier termination of this Lease, as soon as reasonably possible following such termination), an Environmental Assessment of the Premises by a competent and experienced environmental engineer or engineering firm reasonably satisfactory to Landlord (pursuant to a contract reasonably approved by Landlord and providing that Landlord can rely on the Environmental Assessment), which evidences that the Premises are free and clear of any Hazardous Materials; and includes a review of the Premises by an environmental consultant for mold, fungus, spores, and other moisture conditions, and on-site chemical use. Such Environmental Assessment shall follow the ANSI/ASSE Z9.11 – 2016 Laboratory Decommissioning Standard and shall include: (i) evaluation of tenant operations and statement of risk, (ii) disposition of Hazardous Materials, (iii) cleaning and decontamination procedures (surfaces and equipment), (iv) permit closures and notices to agencies, and (v) clearance sampling results and interpretation of data. If such Environmental Assessment reveals that remediation or Clean-up is required under any Environmental Laws due to the actions or inactions of Tenant or any Tenant Parties, Tenant shall submit a remediation plan prepared by a recognized environmental consultant and shall be responsible for all costs of remediation and Clean-up, as more particularly provided in Section 5.4, above.

ARTICLE 16

HOLDING OVER

If Tenant holds over after the expiration of the Lease Term without the express written consent of Landlord, such tenancy shall be a tenancy at sufferance, and shall not constitute a renewal hereof or an extension for any further term, and in such case daily damages in any action to recover possession of the Premises shall be calculated at a daily rate equal to one hundred fifty percent (150%) of the Base Rent applicable during the last rental period of the Lease Term under this Lease (calculated on a per diem basis). Nothing contained in this Article 16 shall be construed as consent by Landlord to any holding over by Tenant, and Landlord expressly reserves the right to require Tenant to vacate and deliver possession of the Premises to Landlord as provided in this Lease upon the expiration or other termination of this Lease. The provisions of this Article 16 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant holds over without Landlord's express written consent, and tenders payment of rent for any period beyond the expiration of the Lease Term by way of check (whether directly to Landlord, its agents, or to a lock box) or wire transfer, Tenant acknowledges and agrees that the cashing of such check or acceptance of such wire shall be considered inadvertent and not be construed as creating a month-to-month tenancy, provided Landlord refunds such payment to Tenant promptly upon learning that such check has been cashed or wire transfer received. Tenant acknowledges that any holding over without Landlord's express written consent may compromise or otherwise affect Landlord's ability to enter into new leases with prospective

tenants regarding the Premises. Therefore, if Tenant fails to vacate and deliver the Premises upon the 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 and against all claims made by any succeeding tenant founded upon such failure to vacate and deliver, and any losses suffered by Landlord, including lost profits, resulting from such failure to vacate and deliver. Tenant agrees that any proceedings necessary to recover possession of the Premises, whether before or after expiration of the Lease Term, shall be considered an action to enforce the terms of this Lease for purposes of the awarding of any attorney's fees in connection therewith. The parties acknowledge and agree that any claims made by any succeeding tenant founded upon Tenant's failure to surrender all or any portion of the Premises following the Lease Expiration Date, and any lost profits to Landlord resulting therefrom, shall not be deemed consequential damages, loss of profits, loss of business opportunity or loss of goodwill within the limitation set forth in Section 10.1, above. Tenant shall have the right to request that Landlord provide to Tenant a written notice setting forth Landlord's estimate of the maximum amount of actual, special and consequential damages (including loss of profits, loss of business opportunity, loss of goodwill and loss of use) ("**Holding Over Damages**") that Landlord will incur as the result of Tenant's failure to surrender the Premises following the expiration of the Lease Term. Within ten (10) business days after receipt of such request, Landlord shall provide Tenant a written notice setting forth Landlord's estimate of Holding Over Damages. Tenant acknowledges and agrees that such notice is nothing more than an estimate of Holding Over Damages delivered to Tenant on an accommodation basis only, and in no event shall such estimate be considered a limit on, liquidation of, or other measure of the actual Holding Over Damages which Landlord may incur as a result of any holding over by Tenant.

ARTICLE 17

ESTOPPEL CERTIFICATES

Within fifteen (15) business days following a request in writing by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an estoppel certificate, which, as submitted by Landlord, shall be substantially in the form of **Exhibit E**, attached hereto (or such other form as may be reasonably required by any prospective mortgagee or purchaser of the Project, or any portion thereof), indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by Landlord or Landlord's mortgagee or prospective mortgagee. Any such certificate may be relied upon by any prospective mortgagee or purchaser of all or any portion of the Project; provided, however, that Tenant's certifications are made solely to estop Tenant from asserting to a purchaser or lender facts or claims contrary to those stated. Tenant shall execute and deliver whatever other instruments may be reasonably required for such purposes. At any time during the Lease Term, Landlord may require Tenant to provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. Notwithstanding the foregoing, for any year during which (i) stock in the entity which constitutes Tenant under this Lease (as opposed to an entity that controls Tenant or is otherwise an affiliate of Tenant) is publicly traded on NASDAQ or a national stock exchange, and (ii) Tenant has its own, separate and distinct 10K and 10Q filing requirements (as opposed joint or cumulative filings with an entity that controls Tenant or with entities which are otherwise affiliates of Tenant), then Tenant's obligation to provide Landlord with a copy of its financial statements for any such year shall be deemed satisfied.

ARTICLE 18

SUBORDINATION

This Lease shall be subject and subordinate to all present and future ground or underlying leases of the Building or Project and to the lien of any mortgage, trust deed or other encumbrances now or hereafter in force against the Building or Project or any part thereof, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages, trust deeds or other encumbrances, or the lessors under such ground lease or underlying leases, require in writing that this Lease be superior thereto; provided, however, that Tenant's agreement to subordinate this Lease to any future mortgages is conditioned on the holder of such interest entering into a non-disturbance agreement with Tenant on such future mortgagee's form. Tenant covenants and agrees in the event any proceedings are brought for the foreclosure of any such mortgage or deed in lieu thereof (or if any ground lease is terminated), to attorn, without any deductions or set-offs whatsoever, to the lienholder or purchaser or any successors thereto upon any such foreclosure sale or deed in lieu thereof (or to the ground lessor), if so requested to do so by such purchaser or lienholder or ground lessor, and to recognize such purchaser or lienholder or ground lessor as the lessor under this Lease, provided such lienholder or purchaser or ground lessor shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant is not in default beyond any applicable notice and cure period of this Lease to be observed and performed by Tenant. Landlord's interest herein may be assigned as security at any time to any lienholder. Tenant shall, within ten (10) business days of request by Landlord, execute such further instruments or assurances as Landlord may reasonably deem necessary to evidence or confirm the subordination or superiority of this Lease to any such mortgages, trust deeds, ground leases or underlying leases. Tenant waives the provisions of any current or future statute, rule or law which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease and the obligations of the Tenant hereunder in the event of any foreclosure proceeding or sale. Landlord hereby represents and warrants to Tenant that no party holds a deed of trust or mortgage against this Project as of the date of this Lease.

ARTICLE 19

DEFAULTS; REMEDIES

19.1 **Events of Default**. The occurrence of any of the following shall constitute a default of this Lease by Tenant:

19.1.1 Any failure by Tenant to pay any Rent or any other charge required to be paid under this Lease, or any part thereof, when due unless such failure is cured within five (5) business days after Tenant's receipt of written notice thereof; or

19.1.2 Except where a specific time period is otherwise set forth for Tenant's performance in this Lease, in which event the failure to perform by Tenant within such time period shall be a default by Tenant under this Section 19.1.2, any failure by Tenant to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default; or

19.1.3 To the extent permitted by law, (i) Tenant or any guarantor of this Lease being placed into receivership or conservatorship, or becoming subject to similar proceedings under Federal or State law, or (ii) a general assignment by Tenant or any guarantor of this Lease for the benefit of creditors, or (iii) the taking of any corporate action in furtherance of bankruptcy or dissolution whether or not there exists any proceeding under an insolvency or bankruptcy law, or (iv) the filing by or against Tenant or any guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of such a proceeding filed against Tenant or any guarantor the same is dismissed within sixty (60) days, or (v) the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any guarantor, unless possession is restored to Tenant or such guarantor within one hundred eighty (180) days, or (vi) any execution or other judicially authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days; or

19.1.4 Abandonment (as determined pursuant to Section 1951.3 of the California Civil Code) of all or a substantial portion of the Premises by Tenant; or

19.1.5 The failure by Tenant to observe or perform according to the provisions of Articles 5, 14, 17 or 18 of this Lease where such failure continues for more than five (5) business days after notice from Landlord.

The notice periods provided herein are in lieu of, and not in addition to, any notice periods provided by law.

19.2 **Remedies Upon Default**. Upon the occurrence of any event of default by Tenant, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (all of which remedies shall be distinct, separate and cumulative), the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever.

19.2.1 Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or for any claim for damages therefor; and Landlord may recover from Tenant the following:

(a) The worth at the time of award of any unpaid rent which has been earned at the time of such termination; plus

(b) 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 rental loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, specifically including but not limited to, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

The term "**rent**" as used in this Section 19.2 shall be deemed to be and to mean all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others. As used in Sections 19.2.1(a) and (b), above, the "worth at the time of award" shall be computed by allowing interest at the Interest Rate. As used in Section 19.2.1(c), above, the "worth at the time of award" 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 one percent (1%).

19.2.2 Landlord shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Landlord does not elect to terminate this Lease on account of any default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

19.2.3 Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Sections 19.2.1 and 19.2.2, above, or any law or other provision of this Lease), without prior demand or notice except as required by Applicable Law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

19.3 **Subleases of Tenant**. Whether or not Landlord elects to terminate this Lease on account of any default by Tenant, as set forth in this Article 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.

19.4 **Reserved**.

19.5 **Efforts to Relet**. 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. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease.

19.6 **Landlord Default**. 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 pursues 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.

ARTICLE 20

COVENANT OF QUIET ENJOYMENT

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 TCCs, provisions and agreements herein contained on the part of Tenant to be kept, observed and performed, shall, during the Lease Term, peaceably and quietly have, hold and enjoy the Premises subject to the TCCs, provisions and agreements hereof without interference by any persons lawfully claiming by or through Landlord. The foregoing covenant is in lieu of any other covenant express or implied.

ARTICLE 21

SECURITY DEPOSIT

On or before January 1, 2020, Tenant shall deposit with Landlord fifty percent (50%) of the security deposit (the "**Security Deposit**") amount set forth in Section 8 of the Summary and Tenant shall deposit with Landlord the remaining fifty percent (50%) of the balance of the Security Deposit on or before January 1, 2021. Landlord shall have no obligation to deliver the Premises to Tenant until Landlord has received the first fifty percent (50%) of the Security Deposit, and Landlord shall continue to construct the Base, Shell and Core, but any delay in delivery of the Premises resulting therefrom shall be "Tenant Delay" pursuant to the TCCs of the Work Letter. In addition, if Landlord has not received the second fifty percent (50%) of the Security Deposit by January 1, 2021, Landlord may cause cessation of the construction of the Improvements until such remaining Security Deposit is received by Landlord, and Landlord shall have no liability for any delays in construction of the Improvements resulting from such cessation. Such Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of its obligations under this Lease. If Tenant defaults with respect to any provisions of this Lease beyond any applicable notice and cure period, including, but not limited to, the provisions relating to the payment of Rent, the removal of property and the repair of resultant damage, Landlord may, without notice to Tenant, but shall not be required to apply all or any part of the Security Deposit for the payment of any Rent or any other sum in default and Tenant shall, upon demand therefor,

restore the Security Deposit to its original amount. Any unapplied portion of the Security Deposit shall be returned to Tenant, or, at Landlord's option, to the last assignee of Tenant's interest hereunder, within forty-five (45) days following the expiration of the Lease Term. Tenant shall not be entitled to any interest on the Security Deposit. Tenant hereby irrevocably waives and relinquishes any and all rights, benefits, or protections, if any, Tenant now has, or in the future may have, under Section 1950.7 of the California Civil Code, any successor statute, and all other provisions of law, now or hereafter in effect, including, but not limited to, any provision of law which (i) establishes the time frame by which a landlord must refund a security deposit under a lease, or (ii) provides that a landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by a tenant, or to clean the subject premises. Tenant acknowledges and agrees that (A) any statutory time frames for the return of a security deposit are superseded by the express period identified in this Article 21, above, and (B) rather than be so limited, Landlord may claim from the Security Deposit (i) any and all sums expressly identified in this Article 21, above, and (ii) any additional sums reasonably necessary to compensate Landlord for any and all losses or damages caused by Tenant's default of this Lease, including, but not limited to, all damages or rent due upon termination of this Lease pursuant to Section 1951.2 of the California Civil Code.

ARTICLE 22

INTENTIONALLY OMITTED

ARTICLE 23

SIGNS

23.1 **Tenant's Interior Signage**. Provided all signs are in keeping with the quality, design and style of the Building and Project, Tenant, at its sole cost and expense, may install identification signage anywhere in the Premises including in the ground floor lobby of the Building.

23.2 **Prohibited Signage and Other Items**. Any signs, notices, logos, pictures, names or advertisements which are installed and that have not been separately approved by Landlord may be removed without notice by Landlord at the sole expense of Tenant. Except as provided for in Section 23.3 below, Tenant may not install any signs on the exterior or roof of the Project or the Common Areas. Except as provided for in Section 23.3 below, any signs, window coverings, or blinds (even if the same are located behind the Landlord-approved window coverings for the Building), or other items visible from the exterior of the Premises or Building, shall be subject to the prior approval of Landlord, in its sole discretion.

23.3 **Tenant's Signage**. In addition to the signage rights expressly set forth above in this Article 23, Tenant, at Tenant's sole cost and expense, shall be entitled to install, at Tenant's sole cost, (i) Building top signs (in locations reasonably approved by Landlord) identifying Tenant's name or logo, up to the maximum number of signs permitted by Applicable Law and (ii) exclusive rights to any monument sign that is exclusive to the Building and Tenant's pro rata share of monument signage serving Phase 1 (collectively, the "**Tenant's Signage**") in connection with Tenant's lease of the Premises.

23.3.1 **Specifications and Permits**. The Tenant's Signage shall set forth Tenant's name and/or logo as determined by Tenant in its sole discretion, but subject to Landlord's reasonable approval, and in no event shall the Tenant's Signage include an "Objectionable Name," as that term is defined in Section 23.3.2, below. The graphics, materials, color, design, lettering, lighting, size, illumination, specifications and exact locations of the Tenant's Signage shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be consistent and compatible with the quality and nature of the Project and Landlord's Building standard signage specifications. In addition, the Tenant's Signage shall be subject to Tenant's receipt of all necessary governmental or quasi-governmental approvals and permits (collectively, "**Governmental Approvals**") and shall be subject to all Applicable Laws and the Underlying Documents (as the same may be modified). Landlord shall use commercially reasonable efforts, at no cost to Landlord, to assist Tenant in obtaining all necessary Governmental Approvals for the Tenant's Signage. Tenant hereby acknowledges that Landlord has made no representation or warranty to Tenant with respect to the probability of obtaining all necessary Governmental Approvals for the Tenant's Signage. In the event Tenant does not receive the necessary Governmental Approvals for the Tenant's Signage, Tenant's and Landlord's rights and obligations under the remaining TCCs of this Lease shall be unaffected.

23.3.2 **Objectionable Name**. To the extent the Original Tenant or a Permitted Transferee Assignee desires to change the name and/or logo set forth on the Tenant's Signage, such name and/or logo shall not have a name which relates to an entity which is of a character or reputation, or is associated with a political faction or orientation, which is inconsistent with the quality of the Project, or which would otherwise reasonably offend a landlord of the Comparable Buildings (an "**Objectionable Name**").

23.3.3 **Termination of Right to Tenant's Signage**. The rights contained in this Section 23.3 shall be personal to the Original Tenant and any Transferee. In addition, Tenant's signage rights set forth in this Section 23.3 shall proportionately reduce based on any reduction in the size of the Premises leased by Tenant hereunder. In the event Tenant fails to comply with any of the requirements set forth hereinabove, the signage rights provided in this Section 23.3 shall automatically terminate.

23.3.4 **Cost and Maintenance; Change and Replacement**. The actual costs of the Tenant's Signage and the installation, design, construction and any and all other costs associated with the Tenant's Signage, including, without limitation, utility charges and hook-up fees, permits, and maintenance and repairs, shall be the sole responsibility of Tenant. Should the Tenant's Signage require repairs and/or maintenance, as determined in Landlord's reasonable judgment, Landlord shall have the right to provide notice thereof to Tenant and Tenant (except as set forth below) shall cause such repairs and/or maintenance to be performed within thirty (30) days after receipt of such notice from Landlord, at Tenant's sole cost and expense; provided, however, if such repairs and/or maintenance are reasonably expected to require longer than thirty (30) days to perform, Tenant shall commence such repairs and/or maintenance within such thirty (30) day period and shall diligently prosecute such repairs and maintenance to completion. Should Tenant fail to perform such repairs and/or maintenance within the periods described in the immediately preceding sentence, Landlord shall, upon the delivery of an additional five (5) business days' prior written notice, have the right to cause such work to be performed and to charge Tenant as Additional Rent for the actual, reasonable cost of such work. Subject to Tenant's agreement to comply with the terms of this Section 23.3 and Landlord's reasonable approval, Tenant shall be permitted to change and/or replace the Tenant's Signage periodically in Tenant's reasonable discretion. Upon the expiration or earlier termination of this Lease or upon any earlier termination of Tenant's rights to the Tenant's Signage as set forth herein, Tenant shall, at Tenant's sole cost and expense, cause the Tenant's Signage to be removed and shall repair any damage caused by such removal. If Tenant fails to timely remove the Tenant's Signage or to restore the areas in which such the Tenant's Signage was located, as provided in the immediately preceding sentence, then Landlord may perform such work, and all actual, reasonable costs incurred by Landlord in so performing shall be reimbursed by Tenant to Landlord within thirty (30) days after Tenant's receipt of an invoice therefor. The terms and conditions of this Section 23.3.4 shall survive the expiration or earlier termination of the Lease.

ARTICLE 24

COMPLIANCE WITH LAW

24.1 **Landlord's Compliance Obligations**. Landlord shall comply with all Applicable Laws relating to (i) the Building Structure, (ii) the Building Systems, but only with respect to Applicable Laws that were enacted, modified or initially enforced prior to the Delivery Date and (iii) Common Areas, provided that compliance with such Applicable Laws is not the responsibility of Tenant under Section 24.2 below, and provided further that Landlord's failure to comply therewith (a) is required to be remedied by order of a or written notice from governmental authority whether received by Landlord, Tenant or otherwise; (b) would subject any certificate of occupancy for all or any portion of the Building to suspension or cancellation; (c) would pose a material risk to property or health and safety of persons; or (d) would increase Tenant's obligations under this Lease or decrease Tenant's right under the Lease. Landlord shall be permitted to include in Operating Expenses any costs or expenses incurred by Landlord under this Article 24 to the extent not prohibited by the terms of Section 4.2.4 above. Landlord shall endeavor to notify Tenant of any violations of Applicable Laws with respect to the Building to the extent such violations are Landlord's responsibility hereunder.

24.2 **Tenant's Compliance Obligations**. Tenant shall not do anything in or about the Premises or the Project which will in any way conflict with any law, statute, ordinance or other governmental rule, regulation or requirement now in force or which may hereafter be enacted or promulgated, including, without limitation, any such governmental regulations related to disabled access (collectively, "**Applicable Laws**") to the extent Tenant's failure to comply therewith (i) is required to be remedied by order of a governmental authority whether received by Landlord, Tenant or otherwise, (ii) would subject any certificate of occupancy for all or any portion of the Phase to suspension or cancellation; (iii) would pose a material risk to property or health and safety of persons; or (iv) would increase Landlord's obligations under this Lease, or decrease Landlord's rights under this Lease. 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 use of the Premises, (ii) the Alterations or the Improvements in the Premises, or (iii) the Base Building and Common Areas, but, as to the Base Building and Common Areas, only to the extent such obligations (a) pertain to Applicable Laws that were enacted, modified or initially enforced on or after the Delivery Date and relate to the Building Systems or (b) are triggered by Tenant's Alterations, the Improvements, or use of the Premises for non-general office use. Notwithstanding the foregoing, if any obligation for Tenant to comply with Applicable Laws require modifications to the Base Building or Common Areas are "capital in nature", then Landlord shall perform such modifications pursuant to Section 7.3 above, and the parties shall be responsible for the respective costs as set forth in Section 7.3 above. 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. 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.

24.3 **Certified Access Specialist**. For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, Landlord hereby states as follows: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of the foregoing, Landlord and Tenant hereby agree as follows: (a) any CASp inspection requested by Tenant shall be conducted, at Tenant's sole cost and expense, by a CASp designated by Landlord, subject to Landlord's reasonable rules and requirements; (b) Tenant, at its sole cost and expense, shall be responsible for making any improvements or repairs within the Premises to correct violations of construction-related accessibility standards; and (c) if anything done by or for Tenant in its use or occupancy of the Premises shall require any improvements or repairs to the Building or Project (outside the Premises) to correct violations of construction-related accessibility standards, then Tenant shall reimburse Landlord upon demand, as Additional Rent, for the cost to Landlord of performing such improvements or repairs.

ARTICLE 25

LATE CHARGES

If any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due, then Tenant shall pay to Landlord a late charge equal to three percent (3%) of the overdue amount plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder; provided, however, with regard to the first such failure in any twelve (12) month period, Landlord will waive such late charge to the extent Tenant cures such failure within five (5) business days following Tenant's receipt of written notice from Landlord that the same was not received when due. The late charge shall be deemed Additional Rent and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. In addition to the late charge described above, any Rent or other amounts owing hereunder which are not paid within ten (10) days after the date they are due shall bear interest from the date when due until paid at the "Interest Rate." For purposes of this Lease, the "**Interest Rate**" shall be an annual rate equal to the lesser of (i) the annual "**Bank Prime Loan**" rate cited in the Federal Reserve Statistical Release Publication H.15(519), published weekly (or such other comparable index as Landlord and Tenant shall reasonably agree upon if such rate ceases to be published), plus four (4) percentage points, and (ii) the highest rate permitted by applicable law.

ARTICLE 26

LANDLORD'S RIGHT TO CURE DEFAULT; PAYMENTS BY TENANT

26.1 **Landlord's Cure**. All covenants and agreements to be kept or performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent, except to the extent otherwise expressly provided herein. If Tenant shall fail to perform any obligation under this Lease, which failure will likely cause an Emergency, and such failure shall continue in excess of the time allowed under Section 19.1.2, above, unless a specific time period is otherwise stated in this Lease, Landlord may, but shall not be obligated to, make any such payment or perform any such act on Tenant's part without waiving its rights based upon any default of Tenant and without releasing Tenant from any obligations hereunder.

26.2 **Tenant's Reimbursement**. Except as may be specifically provided to the contrary in this Lease, Tenant shall pay to Landlord, within thirty (30) days after Tenant's receipt from Landlord of statements therefor: (i) sums equal to expenditures reasonably made and obligations incurred by Landlord in connection with the remedying by Landlord of Tenant's defaults pursuant to the provisions of Section 26.1; and (ii) sums equal to all losses, costs, liabilities, damages and expenses referred to in Article 10 of this Lease. Tenant's obligations under this Section 26.2 shall survive the expiration or sooner termination of the Lease Term.

ARTICLE 27

ENTRY BY LANDLORD

Landlord reserves the right at all reasonable times (during Building Hours with respect to items (i) and (ii) below) and upon at least twenty-four (24) hours prior written notice to Tenant (except in the case of an emergency, provided that Landlord shall use commercially reasonable efforts to deliver advance notice (which may be oral or written) as far in advance as practicable in the case of emergencies, also) to enter the Premises to (i) inspect them; (ii) show the Premises to prospective purchasers, or to current or prospective mortgagees, ground or underlying lessors or insurers, or during the last twelve (12) months of the Lease Term, to prospective tenants; (iii) post notices of nonresponsibility; or (iv) alter, improve or repair the Base Building. Notwithstanding anything to the contrary contained in this Article 27, Landlord may enter the Premises at any time to (A) perform services required of Landlord, including operation of the Fitness Center; (B) take possession due to any breach of this Lease in any manner permitted by Applicable Laws; and (C) perform any covenants of Tenant which Tenant fails to perform pursuant to Landlord's rights under this Lease. Landlord may make any such entries without the abatement of Rent, except as otherwise provided in this Lease, and may take such reasonable steps as required to accomplish the stated purposes; provided, however, any such entry shall be performed in a manner so as not to unreasonably interfere with Tenant's use of the Premises and shall be performed after normal

business hours if reasonably practical. Tenant hereby waives any claims for damages or for any injuries or inconvenience to or interference with Tenant's business, lost profits, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the above purposes, Landlord shall at all times have a key with which to unlock all the doors in the Premises, excluding Tenant's vaults, safes and special security areas designated in advance by Tenant. In an emergency, Landlord shall have the right to use any means that Landlord may deem necessary and proper to open the doors in and to the Premises. Notwithstanding anything to the contrary set forth in this Article 27, Tenant may designate in writing certain reasonable areas of the Premises as "**Secured Areas**" should Tenant require such areas for the purpose of securing certain valuable property or confidential information. In connection with the foregoing, Landlord shall not enter such Secured Areas, except as is reasonably required in the event of an emergency. Landlord need not clean any area designated by Tenant as a Secured Area and shall only maintain or repair such secured areas to the extent (i) such repair or maintenance is required in order to maintain and repair the Base Building; (ii) as required by Applicable Law, or (iii) in response to specific requests by Tenant and in accordance with a schedule reasonably designated by Tenant, subject to Landlord's reasonable approval. A representative of Tenant shall accompany Landlord in connection with any such entry and Landlord shall use reasonable efforts to comply with Tenant's commercially reasonable privacy procedures and restrictions in connection with such entry (including executing a commercially reasonable form of non-disclosure agreement); provided, however, the foregoing shall not apply in the case of an emergency where a representative of Tenant is not reasonably available to accompany Landlord. Any entry into the Premises by Landlord in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Tenant from any portion of the Premises. No provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or decorations except as otherwise expressly agreed to be performed by Landlord herein.

ARTICLE 28

TENANT PARKING

Tenant shall, at no additional cost, have the right to use throughout the Lease Term, commencing on the Lease Commencement Date (and earlier as set forth in Section 5.5 of the Work Letter), the amount and type of parking passes set forth in Section 9 of the Summary, which parking passes shall pertain to the parking facilities for Phase 1 (collectively, the "**Parking Facilities**"); provided however, that Tenant shall be responsible for the full amount of any taxes imposed by any governmental authority in connection with the renting of such parking passes by Tenant or the use of the Parking Facilities by Tenant. The Parking Facilities are anticipated to contain 1,190 parking spaces. Landlord shall not grant Tenant and the tenant(s) of the Other Phase Buildings parking passes that would exceed the total number of parking spaces in the Parking Facilities by more than ten percent (10%) in the aggregate, except in connection with valet services provided by Landlord pursuant to the terms of this Article 28, in which case Landlord shall not grant Tenant and the tenant(s) of the Other Phase Buildings parking passes that would exceed the total number of parking spaces in the Parking Facilities by more than thirty-five percent (35%) in the aggregate. The Parking Facilities are depicted on **Exhibit A-3** attached hereto, which includes the anticipated location of electrical vehicle chargers available for Tenant's use. As part of Tenant's parking allocation, Tenant shall be entitled to ten (10) visitor parking stalls in a location proximate to the elevator on the P4 level of the Parking Facilities; provided, however, that in the event Landlord institutes valet parking, then Landlord shall have the right to either relocate all or any portion of such ten (10) visitor parking spaces and/or provide such visitor parking as part of Landlord's valet parking. Tenant shall cause its employees and visitors to abide by all rules and regulations which are reasonably prescribed from time to time for the orderly operation and use of the Parking Facilities, including any sticker or other identification system established by Landlord. Subject to Landlord's Obligation to Minimize Tenant Interference, Landlord specifically reserves the right to change the size, configuration, design, layout and all other aspects of the Parking Facilities at any time and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the Parking Facilities for purposes of permitting or facilitating any such construction, alteration or improvements. Subject to Landlord's Obligation to Minimize Tenant Interference, Landlord may, at any time, institute valet assisted parking, tandem parking stalls, "stack" parking, or other parking program within the Parking Facility, the cost of which shall be included in Operating Expenses. In the event Landlord institutes valet parking, Landlord shall also use commercially reasonable efforts to minimize wait times for Tenant's employees and visitors that use the valet by utilizing technology, optimal staffing, and data analytics, as

determined by Landlord. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord. The parking passes rented by Tenant pursuant to this Article 28 are provided to Tenant solely for use by Tenant Parties and such passes may not be transferred, assigned, subleased or otherwise alienated by Tenant without Landlord's prior approval other than to a Transferee, Permitted Transferee, or occupant of the Premises pursuant to Section 14.9 above.

ARTICLE 29

MISCELLANEOUS PROVISIONS

29.1 **Terms; Captions**. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

29.2 **Binding Effect**. Subject to all other provisions of this Lease, each of the covenants, conditions and provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, personal representatives, successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Article 14 of this Lease.

29.3 **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.

29.4 **Reserved**.

29.5 **Transfer of Landlord's Interest**. Tenant acknowledges that Landlord has the right to transfer all or any portion of its interest in the Project or Building and in this Lease, and Tenant agrees that in the event of any such transfer, Landlord shall be released from all liability under this Lease first arising after the date of the transfer upon the written assumption of such liabilities by any such successor, and, in such event, Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder first arising after the date of transfer and such transferee shall fully assume and be liable for all obligations of this Lease to be performed by Landlord, including the return of any Security Deposit, and Tenant shall attorn to such transferee. Tenant further acknowledges that Landlord may assign its interest in this Lease to a mortgage lender as additional security and agrees that such an assignment shall not release Landlord from its obligations hereunder and that Tenant shall continue to look to Landlord for the performance of its obligations hereunder. Notwithstanding the foregoing, prior to the Final Condition Date, Landlord shall not Sell the Project. The term "**Sale**" or "**Sell**" shall mean the sale or other transfer of the Building or Project (or any portion thereof) or the membership interest or other direct or indirect ownership interests in Landlord, or the ground lease of the Building or Project, but shall exclude the following transactions: (i) transfers of any direct or indirect ownership interest in Landlord as a result of exercising buy/sell or other contractual rights by a direct or indirect constituent owner of Landlord to acquire the interest of another constituent owner under the organizational documents of Landlord or any of its constituent owners; (ii) transfers of any direct or indirect ownership interest in Landlord resulting solely from the sale, transfer or issuance of shares of stock in an entity that is (or becomes as a result of such transfer) a publicly traded entity, provided that such shares of stock are listed on the New York Stock Exchange or another nationally recognized stock exchange; and (iii) the granting of a bona fide mortgage, deed of trust or other security instrument financing the Project to a third party, including in connection with a mezzanine financing.

29.6 **Recording**. Tenant shall have the right to record against the Phase a memorandum providing record notice of the Lease, which shall be in the form of **Exhibit F** attached hereto (the "**Memorandum**"). The parties shall sign the Memorandum concurrently with the execution of this Lease. In addition, within thirty (30) days after Landlord's written request following the expiration or earlier termination of this Lease, Tenant shall execute and deliver to Landlord in recordable form, termination of the Memorandum. Tenant's obligation to execute and deliver such termination of the Memorandum shall survive the expiration or earlier termination of this Lease. Tenant shall be solely responsible for all costs incurred under this Section 29.6.

29.7 **Landlord's Title**. Landlord's title is and always shall be paramount to the title of Tenant. Nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord.

29.8 **Relationship of Parties**. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant.

29.9 **Application of Payments**. Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.

29.10 **Time of Essence**. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

29.11 **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.

29.12 **No Warranty**. In executing and delivering this Lease, except as expressly provided for herein, Tenant has not relied on any representations, including, but not limited to, any representation as to the amount of any item comprising Additional Rent or the amount of the Additional Rent in the aggregate or that Landlord is furnishing the same services to other tenants, at all, on the same level or on the same basis, or any warranty or any statement of Landlord which is not set forth herein or in one or more of the exhibits attached hereto. Tenant agrees that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the physical condition of the Building, the Project, the land upon which the Building or the Project are located, or the Premises, or the expenses of operation of the Premises, the Building or the Project, or any other matter or thing affecting or related to the Premises, except as herein expressly set forth in the provisions of this Lease.

29.13 **Landlord Exculpation; Tenant Exculpation**. The liability of Landlord or the Landlord Parties to Tenant for any default by Landlord under this Lease or arising in connection herewith or with Landlord's operation, management, leasing, repair, renovation, alteration or any other matter relating to the Project or the Premises shall be limited solely and exclusively to an amount which is equal to the interest of Landlord in the Project (and the rents, issue, profits and proceeds received by Landlord therefrom, following payment of any outstanding liens and/or mortgages). Neither Landlord, nor any of the Landlord Parties shall have any personal liability therefor, and Tenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Tenant. The limitations of liability contained in this Section 29.13 shall inure to the benefit of Landlord's and the Landlord Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Landlord (if Landlord is a partnership), or trustee or beneficiary (if Landlord or any partner of Landlord is a trust), have any liability for the performance of Landlord's obligations under this Lease. Neither Tenant, nor any of the Tenant Parties shall have any personal liability therefor, and Landlord hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Landlord. The limitations of liability contained in this Section 29.13 shall inure to the benefit of Tenant's and the Tenant Parties' present and future partners, beneficiaries, officers, directors, trustees, shareholders, agents and employees, and their respective partners, heirs, successors and assigns. Under no circumstances shall any present or future partner of Tenant (if Tenant is a partnership), or trustee or beneficiary (if Tenant or any partner of Tenant is a trust), have any liability for the performance of Tenant's obligations under this Lease.

29.14 **Entire Agreement**. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease and this Lease constitutes the parties' entire agreement with respect to the leasing of the Premises and supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto (including, without limitation, any confidentiality agreement, letter of intent, request for proposal, or similar agreement previously entered into between Landlord and Tenant in anticipation of this Lease) or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. None of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto.

29.15 **Right to Lease**. Landlord reserves the absolute right to effect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Building or Project.

29.16 **Force Majeure**. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other Casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to Rent and other charges to be paid by Tenant pursuant to this Lease and except as to Tenant's obligations under Articles 5 and 24 of this Lease (collectively, a "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure. If either party claims that a Force Majeure event has occurred giving rise to a Force Majeure delay, the party claiming such Force Majeure delay shall give prompt written notice to the other party, but no later than five (5) business days after the date that such party first claims Force Majeure event has occurred.

29.17 **Intentionally Deleted**.

29.18 **Notices**. All notices, demands, statements or communications (collectively, "**Notices**") given or required to be given by either party to the other hereunder shall be in writing, shall be (A) delivered by a nationally recognized overnight courier, or (B) delivered personally. Any such Notice shall be delivered (i) to Tenant at the appropriate address set forth in Section 10 of the Summary, or to such other place as Tenant may from time to time designate in a Notice to Landlord; or (ii) to Landlord at the addresses set forth in Section 11 of the Summary, or to such other firm or to such other place as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given on the date of receipted delivery, of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no Notice was given. If Tenant is notified of the identity and address of Landlord's mortgagee or ground or underlying lessor, Tenant shall give to such mortgagee or ground or underlying lessor written notice of any default by Landlord under the terms of this Lease by registered or certified mail, and such mortgagee or ground or underlying lessor shall be given the same opportunity as given Landlord hereunder to cure such default prior to Tenant's exercising any remedy available to Tenant. The party delivering Notice shall use commercially reasonable efforts to provide a courtesy copy of each such Notice to the receiving party via electronic mail.

29.19 **Joint and Several**. If there is more than one Tenant, the obligations imposed upon Tenant under this Lease shall be joint and several.

29.20 **Representations**. 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. Upon request from Landlord, Tenant shall deliver to Landlord satisfactory evidence of such authority and also deliver to Landlord satisfactory evidence of (i) good standing in Tenant's state of incorporation and (ii) qualification to do business in California. As of the Date of this Lease, Landlord hereby represents and warrants that (a) Landlord is a duly formed and existing entity qualified to do business in California and that Landlord has full right and authority to execute and deliver this Lease and that each person signing on behalf of Landlord is authorized to do so, (b) Landlord has not entered into any unrecorded Underlying Documents that would prohibit the use of the Premises for general office use or life-science use, and (c) Landlord owns the land on which the Building is being constructed in fee simple.

29.21 **Attorneys' Fees**. In the event that either Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

29.22 **Governing Law**. This Lease shall be construed and enforced in accordance with the laws of the State of California.

29.23 **Submission of Lease**. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of, option for or option to lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

29.24 **Brokers**. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the real estate brokers or agents specified in Section 12 of the Summary (the "**Brokers**"), and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Landlord shall pay the Brokers pursuant to the terms of separate commission agreements. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of any dealings with any real estate broker or agent, other than the Brokers, occurring by, through, or under the indemnifying party.

29.25 **Independent Covenants**. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.

29.26 **Project or Building Name and Signage**. Landlord shall have the right at any time to change the name or address of the Project or Building and to install, affix and maintain any and all signs on the exterior and on the interior of the Project or Building as Landlord may, in Landlord's sole discretion, desire. Tenant shall not use the name of the Project or Building or use pictures or illustrations of the Project or Building in advertising or other publicity or for any purpose other than as the address of the business to be conducted by Tenant in the Premises, without the prior written consent of Landlord.

29.27 **Counterparts**. This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease.

29.28 **Confidentiality; Press Releases**. The parties shall at all times keep this Lease confidential, except to the extent necessary to (i) comply with applicable Law and regulations (including any securities laws), or (ii) carry out the obligations set forth in this Lease; provided, however, that either party shall be allowed to disclose such information to the party's assignees, prospective purchasers, subtenants, agents, employees, contractors, consultants, brokers, accountants, rating agencies or attorneys, prospective landlords of replacement premises as well as lenders (if any), investment bankers and venture capital groups, investors, with a need to know, and except to the extent that disclosure is necessary for a party to exercise its rights and perform its obligations under this Lease, provided, that, in all cases, the disclosure is no broader than necessary and the party who receives the disclosure agrees prior to receiving the disclosure to keep the information confidential. Except a result of a breach of this Lease, disclosure of information by either party shall not be prohibited if that disclosure is of information that is or becomes a matter of public record or public knowledge or from sources other than Tenant or Landlord or their respective agents, employees, contractors, consultants or attorneys. In addition, Tenant and Landlord shall each be entitled at any time to make customary disclosures on investor/earnings calls or meetings or in earning releases or in filings required by the Securities Exchange Commission or as otherwise required by applicable Laws. Landlord is obligated to regularly provide financial information concerning Landlord and/or its affiliates (including Kilroy Realty Corporation, a public company whose shares of stock are listed on the New York Stock Exchange) to the shareholders of its affiliates, to the SEC and other regulatory agencies, and to auditors and underwriters, which information may include summaries of financial information concerning leases, rents, costs and results of operations of its real estate business, including any rents or results of operations affected by this Lease.

Either party may issue press releases in the ordinary course of business announcing that Landlord has leased the Premises to Tenant; provided, however, that neither party may disclose the economic terms of this Lease (as opposed to the length of the Lease Term, the RSF of the Premises, and the identity of Tenant, which may be included in Landlord's press release) in any press release, without the other party's consent, which consent may be granted or withheld in such party' sole discretion.

29.29 **Transportation Management**. Tenant shall fully comply with all present or future programs intended to manage parking, transportation or traffic in and around the Building, and in connection therewith, Tenant shall take responsible action for the transportation planning and management of all employees located at the Premises by working directly with Landlord, any governmental transportation management organization or any other transportation-related committees or entities.

29.30 **Renovations**. Subject to Landlord's Obligations to Minimize Tenant Interference, during the Lease Term Landlord may renovate, improve, alter, or modify (collectively, the "**Renovations**") the Project, and/or the Building including without limitation the Parking Facilities, Common Areas and Base 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 shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions.

29.31 **No Violation**. Tenant hereby warrants and represents that neither its execution of nor performance under this Lease shall cause Tenant to be in violation of any agreement, instrument, contract, law, rule or regulation by which Tenant is bound, and Tenant shall protect, defend, indemnify and hold Landlord harmless against any claims, demands, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, arising from Tenant's breach of this warranty and representation.

29.32 **Communications and Computer Lines**. Tenant may install, maintain, replace, remove or use any communications or computer wires and cables (collectively, the "**Lines**") at the Project in or serving the Premises, provided that (i) Tenant shall use an experienced and qualified contractor reasonably approved in writing by Landlord, and comply with all of the other provisions of Articles 7 and 8 of this Lease, (ii) the Lines therefor (including riser cables) shall be (x) appropriately insulated to prevent excessive electromagnetic fields or radiation, (y) surrounded by a protective conduit reasonably acceptable to Landlord, and (z) identified in accordance with the "Identification Requirements," as that term is set forth hereinbelow, (iii) any new or existing Lines servicing the Premises shall comply with all Applicable Laws, and (iv) Tenant shall pay all costs in connection therewith. All Lines shall be clearly marked with adhesive plastic labels (or plastic tags attached to such Lines with wire) to show Tenant's name, suite number, telephone number and the name of the person to contact in the case of an emergency (A) every four feet (4') outside the Premises (specifically including, but not limited to, the electrical room risers and other Common Areas), and (B) at the Lines' termination point(s) (collectively, the "**Identification Requirements**"). Landlord reserves the right to require that Tenant remove any Lines located in or serving the Premises which are installed in violation of these provisions, or otherwise represent a dangerous or potentially dangerous condition, but Tenant shall not otherwise be required to remove any Lines upon the expiration or earlier termination of this Lease.

29.33 **Development of the Project**.

29.33.1 **Subdivision**. Landlord reserves the right to further subdivide all or a portion of the Project. Tenant agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents needed to conform this Lease to the circumstances resulting from such subdivision.

29.33.2 **The Other Improvements**. If portions of the Project or property adjacent to the Project (collectively, the "**Other Improvements**") are owned by an entity other than Landlord, Landlord, at its option, may enter into an agreement with the owner or owners of any or all of the Other Improvements to provide (i) for reciprocal rights of access and/or use of the Project and the Other Improvements, (ii) for the common management, operation, maintenance, improvement and/or repair of all or any portion of the Project and the Other Improvements, (iii) for the allocation of a portion of the Direct Expenses to the Other Improvements and the operating expenses and taxes for the Other Improvements to the Project, and (iv) for the use or improvement of the Other Improvements and/or the Project in connection with the improvement, construction, and/or excavation of the Other Improvements and/or the Project. Nothing contained herein shall be deemed or construed to limit or otherwise affect Landlord's right to convey all or any portion of the Project or any other of Landlord's rights described in this Lease.

29.33.3 **Construction of Project and Other Improvements**. Tenant acknowledges that portions of the Project and/or the Other Improvements may be under construction following Tenant's occupancy of the Premises, and that such construction may result in levels of noise, dust, obstruction of access, etc. which are in excess of that present in a fully constructed project. Tenant hereby waives any and all rent offsets or claims of constructive eviction which may arise in connection with such construction.

29.34 **Roof Rights**. In accordance with, and subject to, this Section 29.34 (including Tenant's obtaining all requisite permits and compliance with Landlord's reasonable construction rules and conditions as well as Landlord's reasonable approval of the contractors, vendors and materialmen in connection with the same), Tenant shall have the right, at no additional fee (but subject to Landlord's reasonable approval as provided in this Section 29.34), to install and maintain, at Tenant's sole cost and expense, rooftop chillers, mechanical equipment relating to the conduct of business within the Premises, telecommunications antennas, microwave dishes and other communications equipment, including a reasonable sized dish on the roof of the Building (and reasonable equipment and cabling related thereto), for receiving of signals or broadcasts (as opposed to the generation or transmission of any such signals or broadcasts) servicing the business conducted by Tenant from within the Premises (all such equipment is defined collectively as the "**Rooftop Equipment**") upon the roof of the Building. Tenant's use of the roof of the Building shall be exclusive, but for any equipment relating to the operation or management of the Building and Food and Beverage Space. Landlord makes no representations or warranties whatsoever with respect to the condition of the roof of the Building, or the fitness or suitability of the roof of the Building for the installation, maintenance and operation of the Rooftop Equipment, including, without limitation, with respect to the quality and clarity of any receptions and transmissions to or from the Rooftop Equipment and the presence of any interference with such signals whether emanating from the Building or otherwise. The location, physical appearance, the size, the design and the weight of the Rooftop Equipment shall be subject to Landlord's reasonable approval, which approval will not be withheld so long as such Rooftop Equipment does not create a Design Problem. Tenant shall maintain such Rooftop Equipment, at Tenant's sole cost and expense. In the event Tenant elects to exercise its right to install the Rooftop Equipment, then Tenant shall give Landlord prior notice thereof. If the Rooftop Equipment constitutes a Specialty Alteration, Tenant shall remove such Rooftop Equipment upon the expiration or earlier termination of this Lease, or upon the termination of Tenant's rights under this Section 29.34, and shall repair any damage caused by such removal. Tenant shall not be entitled to license its Rooftop Equipment to any unrelated third party, nor shall Tenant be permitted to receive any revenues, fees or any other consideration for the use of such Rooftop Equipment by an unrelated third party.

29.35 **Intentionally Omitted**.

29.36 **Intentionally Omitted**.

29.37 **No Discrimination**. As required by the Existing Underlying Documents, the lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

29.38 **LEED Certification**. Landlord may, in Landlord's sole and absolute discretion, elect to apply to obtain or maintain a LEED certification for the Project (or portion thereof), or other applicable certification in connection with Landlord's sustainability practices for the Project (as such sustainability practices are to be determined by Landlord, in its sole and absolute discretion, from time to time). Notwithstanding the foregoing, Tenant does not need to cause the Improvements or any Alterations to satisfy LEED certification requirements, but Tenant shall, at no cost to Tenant, otherwise promptly cooperate with the Landlord's efforts in connection therewith and provide Landlord with any documentation it may need in order to obtain or maintain the aforementioned certification.

29.39 **Energy Performance Disclosure Information**. Tenant hereby acknowledges that Landlord may be required to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto (collectively the "**Energy Disclosure Requirements**"). Tenant hereby acknowledges prior receipt of the Data Verification Checklist, as defined in the Energy Disclosure Requirements (the "**Energy Disclosure Information**"), and agrees that Landlord has timely complied in full with Landlord's obligations under the Energy Disclosure Requirements. Tenant acknowledges and agrees that (i) Landlord makes no representation or warranty regarding the energy performance of the Building or the accuracy or completeness of the Energy Disclosure Information, (ii) the Energy Disclosure Information is for the current occupancy and use of the Building and that the energy performance of the Building may vary depending on future occupancy and/or use of the Building, and (iii) Landlord shall have no liability to Tenant for any errors or omissions in the Energy Disclosure Information. If and to the extent not prohibited by Applicable Laws, Tenant hereby waives any right Tenant may have to receive the Energy Disclosure Information, including, without limitation, any right Tenant may have to terminate this Lease as a result of Landlord's failure to disclose such information. Further, Tenant hereby releases Landlord from any and all losses, costs, damages, expenses and/or liabilities relating to, arising out of and/or resulting from the Energy Disclosure Requirements, including, without limitation, any liabilities arising as a result of Landlord's failure to disclose the Energy Disclosure Information to Tenant prior to the execution of this Lease. Tenant's acknowledgment of the AS-IS condition of the Premises pursuant to the terms of this Lease shall be deemed to include the energy performance of the Building. Tenant further acknowledges that pursuant to the Energy Disclosure Requirements, Landlord may be required in the future to disclose information concerning Tenant's energy usage to certain third parties, including, without limitation, prospective purchasers, lenders and tenants of the Building (the "**Tenant Energy Use Disclosure**"). Tenant hereby (A) consents to all such Tenant Energy Use Disclosures, and (B) acknowledges that Landlord shall not be required to notify Tenant of any Tenant Energy Use Disclosure. Further, Tenant hereby releases Landlord from any and all losses, costs, damages, expenses and liabilities relating to, arising out of and/or resulting from any Tenant Energy Use Disclosure. The terms of this Section 29.39 shall survive the expiration or earlier termination of this Lease.

29.40 **Utility Billing Information**. In the event that the Tenant is permitted to contract directly for the provision of electricity, gas and/or water services to the Premises with the third-party provider thereof (all in Landlord's sole and absolute discretion), Tenant shall promptly, but in no event more than five (5) business days following its receipt of each and every invoice for such items from the applicable provider, provide Landlord with a copy of each such invoice.

29.41 **Labor Harmony**. If Tenant's use of its non-union employees or non-union providers for the construction of any Alterations or Improvements or the provision of janitorial, security or other services provided by Tenant under this Lease causes (i) a material disruption to the provision of corresponding construction or services at the Project, or (ii) a material disruption to any other service or trade to the Phase or Project that materially affects the operation of the Phase or Project, or materially disrupts any construction project at the Project (including in any other tenant spaces) for a period of more than seven (7) business days (either event in item (i) or (ii), above, a "**Stoppage**"), then in any such event Tenant shall, within forty-eight (48) hours after notice, take remedial action to resolve the Stoppage, but Landlord may not require Tenant to utilize union labor unless required by Applicable Laws. Landlord agrees to reasonably cooperate with Tenant to resolve any Stoppage or other labor dis-harmony, including enforcing its rights under its applicable union contract, and lodging a complaint with the union or applicable agency.

29.42 **Shuttle Service**. Subject to the provisions of this Section 29.42, Landlord shall operate a shuttle service (the "**Shuttle Service**") at the Project, available for use by Tenant's employees ("**Shuttle Service Riders**"). The use of the Shuttle Service shall be subject to the reasonable rules and regulations (including rules regarding hours of use) established from time to time by Landlord, in its sole and absolute discretion, and/or the operator of the Shuttle Service. Landlord will reasonably designate (a) the hours of operation of the Shuttle Service, which shall at least include the hours of 7 a.m. through 6 p.m. five (5) days a week (excluding weekends and holidays), and (b) the frequency of stops, which shall include stops at the Project no less frequently

than three (3) times in the morning and three (3) times in the afternoon/evening. The Shuttle Service routes shall include, without limitation, stops to pick up Shuttle Service Riders at the Phase, at the nearest Caltrain Station and nearest BART station. Landlord shall have the right to reasonably modify the foregoing schedule of operation, frequency of stops, and location of stops if reasonably prudent to accommodate actual ridership levels of Shuttle Service Riders. Subject to compliance with the foregoing requirements in (a) and (b) above and the preceding sentence, Landlord shall have the right, at Landlord's sole discretion, to expand, contract, or otherwise modify (but not eliminate) all Shuttle Services provided by it. Landlord and Tenant acknowledge that the use of the Shuttle Service by the Shuttle Service Riders shall be at their own risk and that the terms and provisions of Section 10.1 of this Lease shall apply to Tenant and the Shuttle Service Rider's use of the Shuttle Service. The costs of operating, maintaining and repairing the Shuttle Service shall be included as part of Operating Expenses. Landlord or the operator of the Shuttle Service shall not have a right to charge a fee to the users of the Shuttle Service.

29.43 **Prohibited Persons; Foreign Corrupt Practices Act and Anti-Money Laundering**. Neither Tenant nor any of its affiliates, nor any of their respective members, partners or other equity holders, and none of their respective officers, directors or managers is, nor prior to or during the Lease Term, will they become a person or entity with whom U.S. persons or entities are restricted from doing business under (a) the Patriot Act (as defined below), (b) any other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") (including any "blocked" person or entity listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and any modifications thereto or thereof or any other person or entity named on OFAC's Specially Designated Blocked Persons List) or (c) any other U.S. statute, Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action (collectively, "**Prohibited Persons**"). Prior to and during the Lease Term, Tenant, and to Tenant's knowledge, its employees and any person acting on its behalf have at all times fully complied with, and are currently in full compliance with, the Foreign Corrupt Practices Act of 1977 and any other applicable anti-bribery or anti-corruption laws. Tenant is not entering into this Lease, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. Notwithstanding anything contained herein to the contrary, for the purposes of this Section 8.12 the phrase "Tenant nor any of its affiliates, nor any of their respective members, partners or other equity holders" and all similar such phrases shall not include any holder of a direct or indirect interest in a publicly traded company whose shares are listed and traded on a United States national stock exchange. Neither Landlord nor any of its affiliates, nor any of their respective members, partners or other equity holders, and none of their respective officers, directors or managers is, nor prior to or during the Term, will they become Prohibited Persons. Prior to and during the Term, Landlord, and to Landlord's knowledge, its employees and any person acting on its behalf have at all times fully complied with, and are currently in full compliance with, the Foreign Corrupt Practices Act of 1977 and any other applicable anti-bribery or anti-corruption laws. Landlord is not entering into this Lease, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. Notwithstanding anything contained herein to the contrary, for the purposes of this Section 8.12 the phrase "Landlord nor any of its affiliates, nor any of their respective members, partners or other equity holders" and all similar such phrases shall not include (i) any holder of a direct or indirect interest in a publicly traded company whose shares are listed and traded on a United States national stock exchange or (ii) any limited partner, unit holder or shareholder owning an interest of five percent (5%) or less in Kilroy Realty, L.P. or Kilroy Realty Corporation. As used herein, "**Patriot Act**" shall mean the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) and all other statutes, orders, rules and regulations of the U.S. government and its various executive departments, agencies and offices interpreting and implementing the Patriot Act.

29.44 **Signatures**. The parties hereto consent and agree that this Lease may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this Lease using electronic signature technology, by clicking "SIGN", such party is signing this Lease electronically, and (2) the electronic signatures appearing on this Lease shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

[***Signatures follow on next page***]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

"LANDLORD":

KR OYSTER POINT I, LLC,
a Delaware limited liability company

By: Kilroy Realty, L.P.,
a Delaware limited partnership,
its Sole Member

By: Kilroy Realty Corporation,
a Maryland Corporation,
its General Partner

By: /s/ Jeffery C. Hawken
Name: Jeffery C. Hawken
Title: Executive Vice President
and Chief Operating Officer

By: /s/ Tyler H. Rose
Name: Tyler H. Rose
Title: Executive Vice President
and Chief Operating Officer

"TENANT":

CYTOKINETICS, INCORPORATED,
a Delaware corporation

By: /s/ Robert I. Blum
Name: Robert I. Blum
Its: President and Chief Executive Officer

By: /s/ Mark A. Schlossberg
Name: Mark A. Schlossberg
Its: Senior Vice President and General Counsel

***NOTE:**

If Tenant is a California corporation, then one of the following alternative requirements must be satisfied:

(A) This Lease must be signed by two (2) officers of such corporation: one being the chairman of the board, the president or a vice president, and the other being the secretary, an assistant secretary, the chief financial officer or an assistant treasurer. If one (1) individual is signing in two (2) of the foregoing capacities, that individual must identify the two (2) capacities.

(B) If the requirements of (A) above are not satisfied, then Tenant shall deliver to Landlord evidence in a form reasonably acceptable to Landlord that the signatory(ies) is (are) authorized to execute this Lease.

If Tenant is a corporation incorporated in a state other than California, then Tenant shall deliver to Landlord evidence in a form reasonably acceptable to Landlord that the signatory(ies) is (are) authorized to execute this Lease.

KR Oyster Point II, LLC, based on the TCCs of this Lease, including Tenant's covenants in Section 1.4 of this Lease, hereby agrees to perform the obligations of "Landlord" under Section 1.4 of this Lease.

KR OYSTER POINT II, LLC,
a Delaware limited liability company

By: Kilroy Realty, L.P.,
a Delaware limited partnership,
its Sole Member

By: Kilroy Realty Corporation,
a Maryland Corporation,
its General Partner

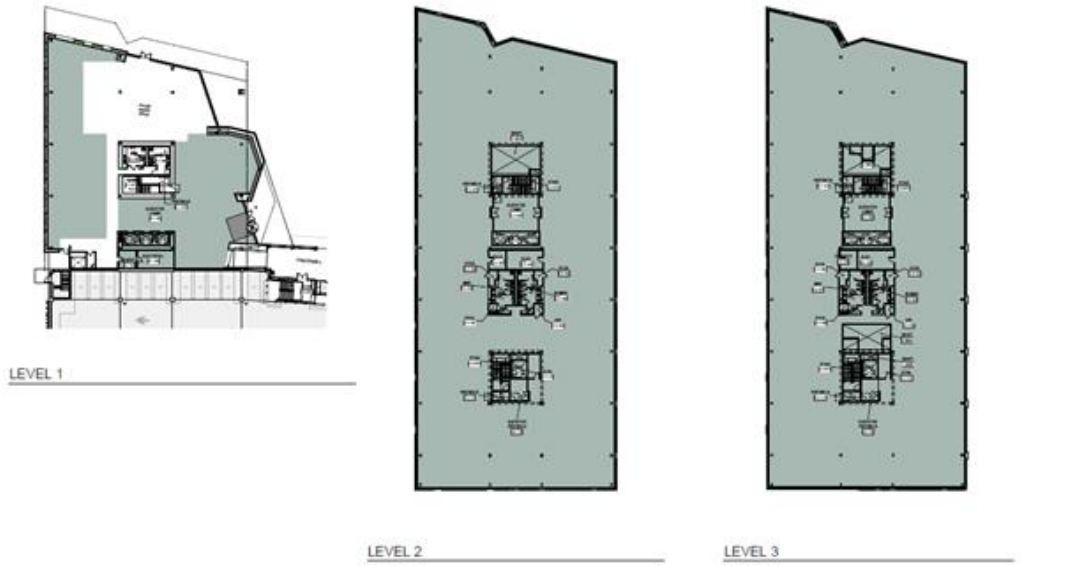
By: /s/ Jeffery C. Hawken
Name: Jeffery C. Hawken
Title: Executive Vice President
and Chief Operating Officer

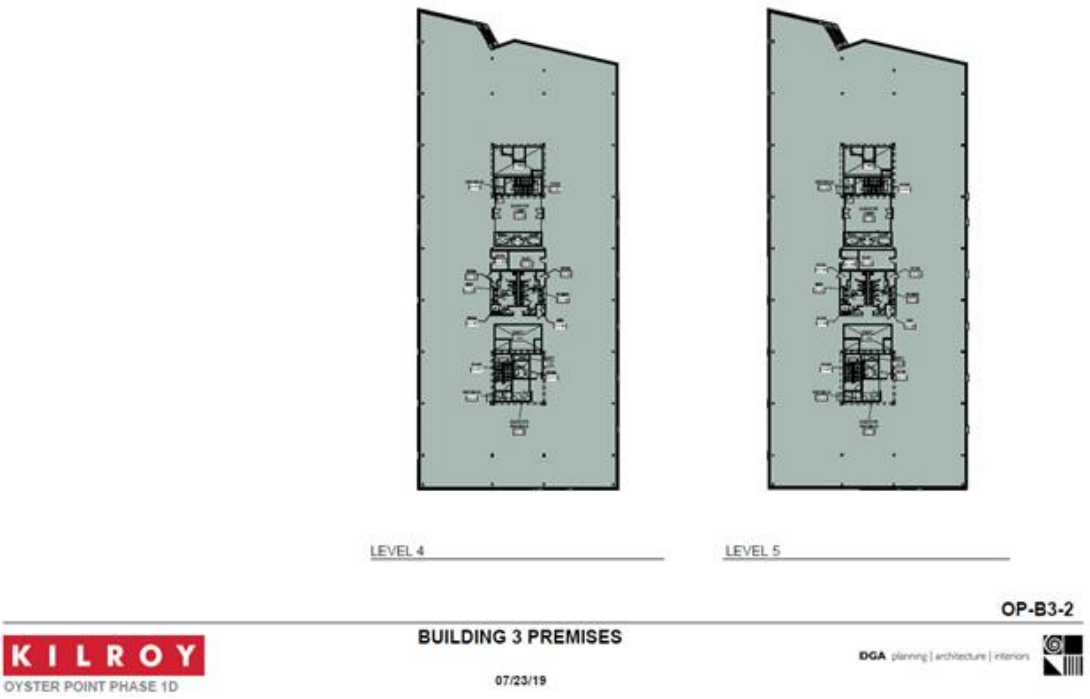
By: /s/ Tyler H. Rose
Name: Tyler H. Rose
Title: Executive Vice President
and Chief Operating Officer

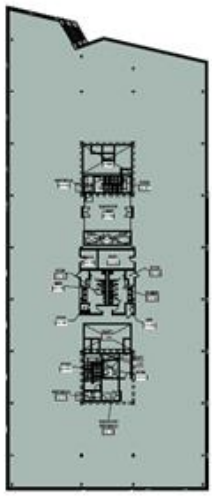
EXHIBIT A

OYSTER POINT

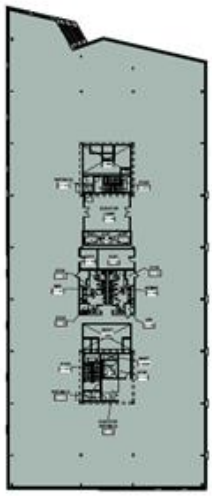
OUTLINE OF FLOOR PLANS OF THE PREMISES







LEVEL 6



LEVEL 7

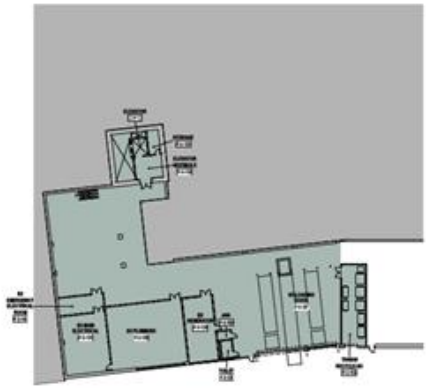
OP-B3-3

KILROY
OYSTER POINT PHASE 1D

BUILDING 3 PREMISES

07/23/19

DGA planning | architecture | interiors



SERVICE LEVEL

OP-B3-3

KILROY
OYSTER POINT PHASE 1D

BUILDING 3 PREMISES

07/23/19

DGA planning | architecture | interiors

EXHIBIT A-1

OYSTER POINT

SITE PLAN OF THE PROJECT

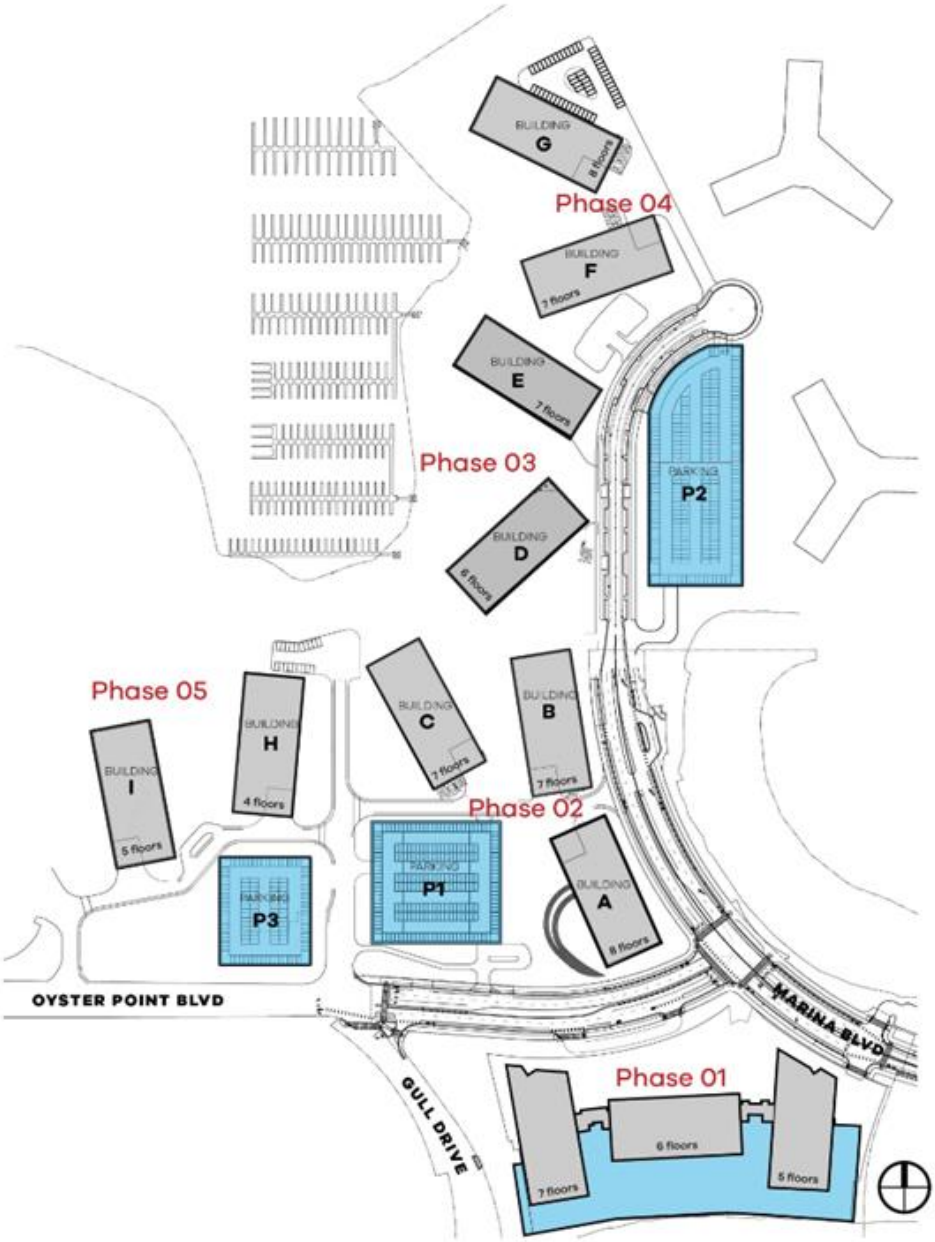


EXHIBIT A-2

OYSTER POINT

GROUND FLOOR COMMON AREAS

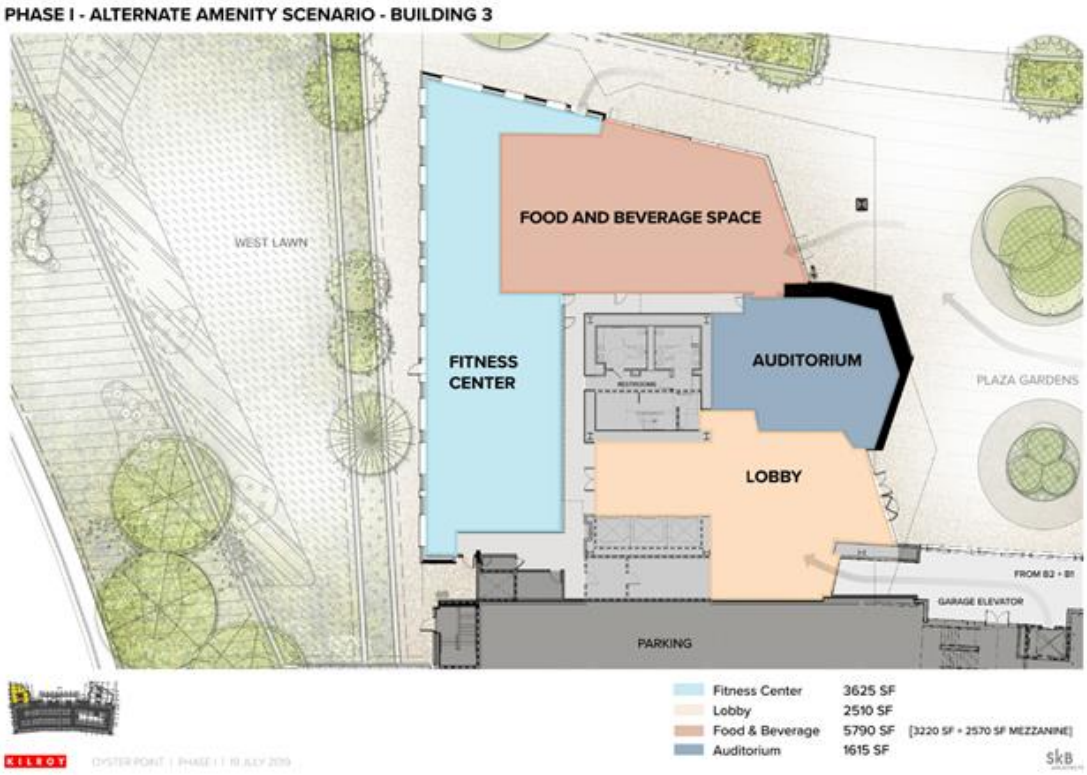


EXHIBIT A-3

OYSTER POINT

DEPICTION OF PARKING FACILITIES

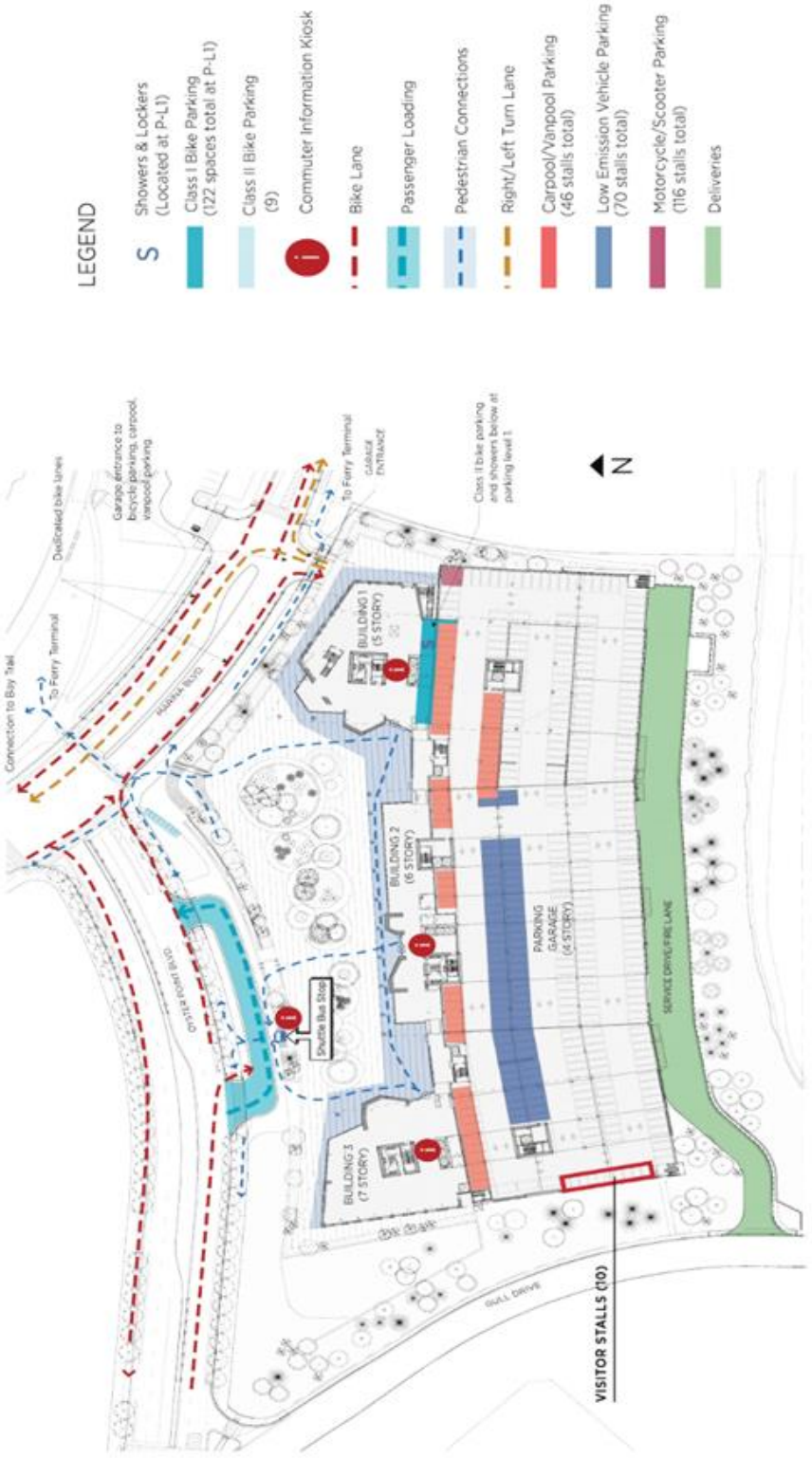


EXHIBIT B

OYSTER POINT

WORK LETTER

This Work Letter shall set forth the terms and conditions relating to the construction of the Premises. This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Articles or Sections of "this Lease" shall mean the relevant portions of Articles 1 through 29 of the Lease to which this Work Letter is attached as **Exhibit B** and of which this Work Letter forms a part, and all references in this Work Letter to Sections of "this Work Letter" shall mean the relevant portion of Sections 1 through 5 of this Work Letter.

SECTION 1

DELIVERY OF THE PREMISES

1.1 Construction of Base Building. Landlord shall construct, at its sole cost and expense, and without deduction from the Improvement Allowance, the base, shell, and core of the Building (the "**Base, Shell and Core**" and/or "**Base Building**"), the Other Phase Buildings and the Parking Facilities, in substantial accordance with the Base Building Plans described on **Schedule 1** attached hereto (the "**Base Building Plans**"), subject to Landlord Minor Changes, as that term is defined herein below. The Base Building Plans do not include drawings and specifications for construction of the Auditorium, Fitness Center, or Food and Beverage Space (collectively, "**Ground Floor Areas**"). After the date of this Lease, Landlord will revise the Base Building Plans to incorporate the Ground Floor Areas which will be consistent in terms of finishes, form, function, and utility as food and beverage spaces, fitness centers, and auditorium/conference facilities in Comparable Buildings or comparable buildings in San Francisco and Mission Bay. In addition, Landlord hereby reserves the right to modify the Base Building Plans, provided that such modifications (A) are required to comply with Applicable Laws, or (B) are field changes or other changes that will not (i) materially and adversely affect Tenant's permitted use of the Premises and the Project, (ii) result in the use of materials, systems or components which are not of a materially equivalent or better quality than the materials, systems and components set forth in the Base Building Plans, or in the Lease, (iii) materially increase the cost to construct the Improvements or maintain and repair the Premises, (iv) adversely affect the visibility of Tenant's signage on or in the Building, or (v) result in a material change in the layout or configuration of the Base Building or require changes to the Improvements (collectively, "**Landlord Minor Changes**"). Certain work described in the Base Building Plans are described as Tenant's obligation as part of the construction of the Improvements, and are not components of the Base Building.

1.2 Delivery Condition. The "**Delivery Condition**" shall occur at such time as Landlord delivers the Base Building to Tenant for commencement of construction of the Improvements, and in compliance with the conditions set forth in **Schedule 2**, attached hereto. The date of Landlord's delivery of the Premises to Tenant in the Delivery Condition is the "**Delivery Date**". The Delivery Date shall be deemed to occur on the date the Delivery Condition would have occurred but for "Tenant Delays" (defined below). The parties acknowledge and agree that the Delivery Condition does not reflect all work necessary to cause the Building to be in substantially completed Base, Shell and Core condition. As such, Landlord shall continue to be obligated to perform additional construction after the completion of the Delivery Condition to cause the Premises to be in Final Condition. From and after the date Landlord delivers the Premises to Tenant in the Delivery Condition, neither party shall unreasonably interfere with or delay the work of the other party and/or its contractors or consultants, and both parties shall mutually coordinate and cooperate with each other, and shall cause their respective employees, vendors, contractors, and consultants to work in harmony with and to mutually coordinate and cooperate with the other's employees, vendors, contractors and consultants, respectively, to minimize any interference or delay by either party with respect to the other party's work. Notwithstanding the foregoing, in the event of any irreconcilable conflict between the work of Landlord's workers, mechanics and contractors and the work of Tenant's workers, mechanics and contractors, Landlord and Tenant shall resolve such conflict or interference by a reasonable resequencing or rescheduling of Tenant's remaining work as necessary to avoid the conflict or interference; provided, however, that such resequencing or rescheduling of Tenant's remaining work shall delay the Lease Commencement Date on a day-for-day basis for each day of delay in construction of the Improvements caused thereby (each such day of delay in constructing the Improvements, is a "**Landlord Delay Day**").

1.2.1 Late Delivery Date Abatement. If the Delivery Date has not occurred on or before the thirtieth (30th) day following the Anticipated Delivery Date (as defined in Section 3.2 of the Summary), subject to extension for Force Majeure Delay (as that term is defined in Section 1.4 below), then Tenant shall be entitled to a day-for-day abatement of Base Rent attributable to the entirety of the Premises for the thirtieth (30th) day following the Anticipated Delivery Date and each day thereafter until the earlier to occur of: (i) the Delivery Date, and (ii) the fifty-ninth (59th) day following the Anticipated Delivery Date. If the Delivery Date has not occurred by the sixtieth (60th) day following the Anticipated Delivery Date, subject to extension for Force Majeure Delay, Tenant shall be entitled to an abatement of Base Rent equal to twice the per diem Base Rent attributable to the entirety of the Premises for the sixtieth (60th) day following the Anticipated Delivery Date and each day thereafter until the Delivery Date (collectively, as the "**Late Delivery Abatements**"). Tenant shall immediately apply any accrued Late Delivery Abatements against payments of Rent as they become due. Tenant's rights to receive the Late Delivery Abatements shall be Tenant's sole and exclusive remedies at law or in equity for the failure of the Delivery Date to occur by any particular date.

1.3 Final Condition. The "**Final Condition**" shall mean that the Base, Shell and Core of the Building has been substantially completed in accordance with the Base Building Plans (as the same may be modified in accordance with the terms and conditions of this Work Letter) to the extent necessary for Landlord to obtain a certificate of occupancy or temporary certificate of occupancy, or legal equivalent (each, a "**CofO**"), for the Base, Shell and Core, and (B) the Common Areas that relate to Tenant's use or occupancy of the Building, the Food and Beverage Space and the Parking Facilities have been substantially completed in accordance with the Base Building Plans to the extent necessary for Landlord to obtain a CofO, with the exception of any punch list items (the "**Base Building Punch List Items**"). The date that Landlord causes the Final Condition to occur shall be referred to as the "**Final Condition Date**". The Final Condition Date shall be deemed to occur on the date such Final Condition would have occurred but for Tenant Delays; provided that the number of days of Tenant Delays shall be offset by the number of days, if any, that the construction of the Improvements are delayed as a result of Landlord's interference with the construction of the Improvements. The Final Condition Date shall be deemed to occur on the date the Final Condition would have occurred but for Tenant Delays, subject to Landlord Delay Days.

1.4 Tenant Delay; Force Majeure Delay. As used herein, the term "**Tenant Delay**" shall mean (i) the failure of Tenant to approve or disapprove any matter (if any) requiring Tenant's approval relating to the construction of the Base, Shell and Core within the time periods therefor specified in this Work Letter (or if no time period is specified, then within three (3) business days of request); (ii) unreasonable (when judged in accordance with industry custom and practice) interference by Tenant, its agents or Tenant Parties (except as otherwise allowed by this Work Letter) with the substantial completion of the Base, Shell and Core and which objectively precludes or delays the construction of the Base, Shell and Core and the Delivery Date and (iii) any delays caused by Tenant's physical alteration of the items of the Base, Shell and Core that are not based on changes in Applicable Laws, Landlord Minor Changes, or Landlord's failure to build the Base, Shell and Core pursuant to the Base Building Plans or Tenant's failure to complete or construct any portion of the Improvements (including temporary or permanent life-safety work or fire sprinkler work) (such altered item or item that Tenant fails to construct shall each be a "**TI Item**"). To the extent Landlord reasonably determines that the altered or unconstructed TI Item will delay the substantial completion of the Base, Shell and Core or otherwise delay the Delivery Date or Final Condition Date, in addition to notifying Tenant that such TI Item constitutes a Tenant Delay, Landlord may, upon prior notice to Tenant, modify such altered TI Item or construct the unconstructed TI Item, and deduct the cost thereof (as reasonably determined by Landlord) from the Improvement Allowance, in a manner necessary for Landlord to cause the substantial completion of the Base, Shell and Core. As used herein, the term "**Force Majeure Delay**" shall mean only an actual delay resulting from industry-wide strikes, fire, wind, rain, damage or destruction to the Building, explosion, casualty, flood, hurricane, tornado, the elements, acts of God or the public enemy, sabotage, war, invasion, insurrection, rebellion, civil unrest, riots, earthquakes, or actual, industry-wide delay affecting all similar works of construction in the vicinity of the Building, including by reason of regulation or order of any governmental agency. The total number of days of Force Majeure Delay shall not exceed one hundred eighty (180) days. Whenever this Work Letter of this Lease provides that a time or period shall be subject to extension for a Tenant Delay or Force Majeure Delay or that there shall be any other consequence for the occurrence of a Tenant Delay or Force Majeure Delay, Landlord shall provide notice to Tenant of such Tenant Delay or Force Majeure Delay("**Delay Notice**"), specifying the nature (to the extent known) and the estimated length thereof (to the extent known). If such Delay Notice is given later than two (2) business days after Landlord has actual knowledge of the existence of the Tenant Delay or Force Majeure Delay ("**Date of Delay Knowledge**"), then the Tenant Delay or Force Majeure Delay, as applicable, shall exclude the number of days from the third (3rd) business day following the Date of Delay Knowledge through the date the Delay Notice is given ("**Delay Exclusion Period**") but only to the extent that the consequence for the occurrence of a Tenant Delay or Force Majeure Delay continues during the Delay Exclusion Period.

SECTION 2

IMPROVEMENTS

2.1 Improvement Allowance And Additional Allowance. Tenant shall be entitled to a one-time improvement allowance (the "**Improvement Allowance**") in the amount set forth in Section 13 of the Summary for the costs relating to the initial design and construction of the improvements (the "**Improvements**"). Notwithstanding anything above to the contrary, in the event there exists an Over-Allowance Amount (as defined in Section 4.2.1 below), Tenant shall have the option, exercisable upon written notice to Landlord prior to the date Tenant is obligated to pay such Over-Allowance Amount, to receive an allowance (the "**Additional Allowance**") in the amount not to exceed Thirty-Five Dollars ($35.00) per rentable square foot of the Premises. In the event Tenant exercises such option and as consideration for Landlord providing such Additional Allowance to Tenant, the Base Rent payable by Tenant throughout the entire one hundred forty-four (144) month initial Lease Term ("**Amortization Period**") shall be increased by an amount sufficient to fully amortize such Additional Allowance throughout said one hundred forty-four (144) month period based upon monthly payments of principal and interest, with interest imputed on the outstanding principal balance at the rate of eight percent (8%) per annum (the "**Amortization Rent**"). In such event, Section 4 of the Summary shall be revised to reflect such increased Base Rent for all time periods under this Lease. Such revised Base Rent schedule shall be memorialized in an amendment to this Lease to be executed by Landlord and Tenant. In the event the Lease shall terminate as a result of a default by Tenant under the terms of the Lease or this Work Letter, Tenant acknowledges and agrees that the unamortized balance of the Additional Allowance which has not been paid by Tenant to Landlord as of the termination date pursuant to the foregoing provisions of this Section 2.1, shall become immediately due and payable as unpaid

rent which has been earned as of such termination date. In addition, in no event shall the Amortization Rent be abated for any reason whatsoever. In no event shall Landlord be obligated to pay a total amount which exceeds the Improvement Allowance or Additional Allowance (if applicable). Any unused portion of the Improvement Allowance remaining as of the date which is twelve (12) months after the Lease Commencement Date shall remain with Landlord and Tenant shall have no further right thereto (the "**Allowance Deadline**"). Notwithstanding anything above to the contrary, an amount not to exceed $2,000,000.00 of the aggregate amount of the Improvement Allowance and the Additional Allowance may be utilized by Tenant for the cost of design, construction fees, consultant fees, Lines and other soft costs directly related to the design and construction of the Improvements (the "**Soft Cost Cap**"); provided, however, in no event shall such amount be utilized as a Rent credit. Landlord shall also provide Tenant with a test fit allowance equal to $0.15 per rentable square foot of the Premises payable by Landlord to Tenant in the manner described in Section 2.2.2 below.

2.2 Disbursement of the Improvement Allowance and Additional Allowance.

2.2.1 Improvement Allowance Items. Except as otherwise set forth in this Work Letter, the Improvement Allowance and Additional Allowance (if applicable) shall be disbursed by Landlord (each of which disbursements shall be made pursuant to Landlord's disbursement process, including, without limitation, Landlord's receipt of invoices for all costs and fees described herein) only for the following items and costs (collectively the "**Improvement Allowance Items**"):

2.2.1.1 Payment of construction fees, architectural fees, consulting fees, engineering services, subject to the Soft Cost Cap, and payment of the fees incurred by, and the cost of documents and materials supplied by, Landlord and Landlord's consultants in connection with the preparation and review of the "Construction Drawings," as that term is defined in Section 3.1 of this Work Letter;

2.2.1.2 The payment of plan check, permit and license fees relating to construction of the Improvements, subject to the Soft Cost Cap;

2.2.1.3 The cost of construction of the Improvements, including, without limitation, testing and inspection costs, mechanical and electrical services, freight elevator usage, hoisting and trash removal costs, and contractors' fees and general conditions;

2.2.1.4 The cost of any changes in the Base Building when such changes are required by the Construction Drawings, such cost to include all direct architectural and/or engineering fees and expenses incurred in connection therewith;

2.2.1.5 The cost of any changes to the Construction Drawings or Improvements required by all applicable building codes (the "**Code**");

2.2.1.6 The cost of the "Coordination Fee," as that term is defined in Section 4.2.2.1 of this Work Letter;

2.2.1.7 Sales and use taxes;

2.2.1.8 Costs of installing Lines in the Premises and Tenant's conduit infrastructure; and

2.2.1.9 Any costs and/or expenses which are expressly designated in the Lease as costs and/or expenses which may be deducted from the Tenant Improvement Allowance.

2.2.2 Disbursement of Improvement Allowance. Tenant acknowledges that Landlord is a publicly traded real estate investment trust ("**REIT**"), and due to such REIT status Landlord is required to satisfy certain tax and accounting requirements and related obligations in connection with the leases at the Building. In order to satisfy such requirements and obligations in connection with this Lease, Landlord requires various construction-related deliverables to be timely submitted by Tenant to Landlord ("**Tenant Deliverables**") at certain designated times set forth in **Schedule 3** attached to this Work Letter, and Tenant hereby agrees to timely comply with all such Tenant Deliverable obligations, all of which are hereby incorporated into this Work Letter by reference. Notwithstanding any contrary provision of this Work Letter or **Schedule 3** attached to this Work Letter, a complete set of all Tenant Deliverables shall be delivered to Landlord no later than the Allowance Deadline. Prior to the commencement of construction of the

Improvements, Tenant shall deliver all of the Tenant Deliverables set forth in Section 1 of **Schedule 3** attached to this Work Letter (i.e., the "Prior to Start of Construction" category of Tenant Deliverables) to Landlord. Certain of the Tenant Deliverables set forth in Section 1 of **Schedule 3** attached to this Work Letter are further addressed with more specific provisions in this Work Letter. Prior to and during the construction of the Improvements, Landlord shall make monthly disbursements of the Improvement Allowance for Improvement Allowance Items and shall authorize the release of monies as follows:

2.2.2.1 Monthly Disbursements. On or before the twentieth (20th) day of each calendar month, during the construction of the Improvements (or such other date as Landlord may designate), Tenant shall deliver to Landlord: (i) a request for payment of the "Contractor," as that term is defined in Section 4.1.1 of this Work Letter, approved by Tenant, in a form to be provided by Landlord, showing the schedule, by trade, of percentage of completion of the Improvements in the Premises, detailing the portion of the work completed and the portion not completed; (ii) invoices from all of "Tenant's Agents," as that term is defined in Section 4.1.2 of this Work Letter, for labor rendered and materials delivered to the Premises; (iii) executed mechanic's lien releases from all of Tenant's Agents which shall comply with the appropriate provisions, as reasonably determined by Landlord, of California Civil Code Sections 8132, 8134, 8136 and 8138; and (iv) all other information reasonably requested by Landlord. Thereafter, Landlord shall deliver a check to Tenant in payment of the lesser of: (A) the amounts so requested by Tenant, as set forth in this Section 2.2.2.1, above, and (B) the balance of any remaining available portion of the Improvement Allowance, provided that Landlord does not dispute any request for payment based on non-compliance of any work with the "Approved Working Drawings," as that term is defined in Section 3.5 below. Landlord's payment of such amounts shall not be deemed Landlord's approval or acceptance of the work furnished or materials supplied as set forth in Tenant's payment request.

2.2.2.2 Requirements Upon Completion of Construction. Promptly following the completion of construction of the Improvements, (i) Tenant shall deliver to Landlord (a) paid invoices for all Improvements and related costs for which the Improvement Allowance has been disbursed, (b) signed permits for all Improvements completed within the Premises, (c) properly executed unconditional mechanics lien releases in compliance with both California Civil Code Section 8134 and either Section 8136 or Section 8138 from Tenant's contractor, subcontractors and material suppliers and any other party which has lien rights in connection with the construction of the Improvements, (ii) Tenant shall cause the Architect to deliver to Landlord a "Certificate of Substantial Completion", in a form reasonably acceptable to Landlord, certifying that the construction of the Improvements in the Premises has been substantially completed, (iii) Tenant shall deliver to Landlord a "close-out package" in both paper and electronic forms (including, to the extent consistent with first-class construction practices and procedures, as-built drawings, and final record CADD files for the associated plans, warranties and guarantees from all contractors, subcontractors and material suppliers, and an independent air balance report); and (iv) Tenant shall deliver a certificate of occupancy, a temporary certificate of occupancy or its equivalent is issued to Tenant for the Premises.

2.2.2.3 Other Terms. Landlord shall only be obligated to make disbursements from the Improvement Allowance and Additional Allowance (if applicable) to the extent costs are incurred by Tenant for Improvement Allowance Items. All Improvement Allowance Items for which the Improvement Allowance has been made available shall be deemed Landlord's property under the terms of this Lease.

2.3 Removal Requirements. Removal requirements regarding the Improvements are addressed in Article 8 of this Lease.

2.4 Offset Right. Notwithstanding anything to the contrary contained herein, if Landlord fails to timely fulfill its obligation to fund any portion of the Improvement Allowance and/or Additional Allowance, Tenant shall be entitled to deliver notice ("**Payment Notice**") thereof to Landlord and to any mortgage or trust deed holder of the Building whose identity and address have been previously provided to Tenant. If Landlord still fails to fulfill any such obligation within twenty (20) business days after Landlord's receipt of the Payment Notice from Tenant and if Landlord fails to deliver notice to Tenant within such twenty (20) business day period explaining Landlord's reasons that Landlord believes that the amounts described in Tenant's Payment Notice are not due and payable by Landlord ("**Refusal Notice**"), Tenant shall be entitled to offset the amount so funded, together with interest at the Interest Rate from the date Landlord

was obligated to pay such amount until the date of offset, against Tenant's next obligations to pay Base Rent; provided, however, that no more than fifty percent (50%) of the Base Rent may be offset in any given month; provided further, however, Landlord shall be obligated to immediately disburse to Tenant any undisputed amounts. If Landlord delivers a Refusal Notice, and if Landlord and Tenant are not able to agree on the amounts to be so paid by Landlord, if any, within ten (10) days after Tenant's receipt of a Refusal Notice, Tenant shall not be entitled to offset such amount against Rent unless and until such dispute is finally resolved by JAMS Arbitration.

SECTION 3

CONSTRUCTION DRAWINGS

3.1 Selection of Architect/Construction Drawings. Tenant shall retain the architect/space planner reasonably approved by Landlord (the "**Architect**") to prepare the "Construction Drawings," as that term is defined in this Section 3.1. Tenant shall retain the engineering consultants reasonably approved by Landlord (the "**Engineers**") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life-safety, and sprinkler work in the Premises, which work is not part of the Base Building. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the "**Construction Drawings**." All Construction Drawings shall be prepared as soon as reasonably possible and all Construction Drawings shall be subject to Landlord's approval, which approval shall only be withheld in the event of a Design Problem. Tenant and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the Base Building plans, and Tenant and Architect shall be solely responsible for the same, and Landlord shall have no responsibility in connection therewith. Landlord's review of the Construction Drawings as set forth in this Section 3, shall be for its sole purpose and shall not imply Landlord's review of the same, or obligate Landlord to review the same, for quality, design, Code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by Landlord or its space planner, architect, engineers and consultants, and notwithstanding any advice or assistance which may be rendered to Tenant by Landlord or Landlord's space planner, architect, engineers, and consultants, Landlord shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings.

3.2 Preliminary Space Plan. On or before March 31, 2020, Tenant shall supply Landlord with four (4) hard copies signed by Tenant of its preliminary space plan, along with other renderings or illustrations reasonably required by Landlord, to allow Landlord to understand Tenant's design intent, for the Premises before any final space plan has been commenced, and concurrently with Tenant's delivery of such hard copies, Tenant shall send to Landlord via electronic mail one (1) .pdf electronic copy of such preliminary space plan. The preliminary space plan (the "**Preliminary Space Plan**") shall include Tenant's proposed preliminary layout and designation of all life science systems, labs and lab systems, offices, rooms and other partitioning, their intended use, and equipment to be contained therein. Landlord may request clarification or more specific drawings for special use items not included in the Preliminary Space Plan. Landlord shall advise Tenant within ten (10) business days after Landlord's receipt of the Preliminary Space Plan for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall promptly cause the Final Space Plan to be revised to correct any deficiencies or other matters Landlord may reasonably require.

3.3 Final Space Plan. Within sixty (60) days following Landlord's approval of the Preliminary Space Plan, Tenant shall supply Landlord with four (4) hard copies signed by Tenant of its final space plan before any architectural working drawings or engineering drawings have been commenced, and concurrently with Tenant's delivery of such hard copies, Tenant shall send to Landlord via electronic mail one (1) .pdf electronic copy of such final space plan. The final space plan (the "**Final Space Plan**") shall be consistent with the Preliminary Space Plan and shall include a detailed layout and designation of all life science systems, labs and lab systems, offices, rooms and other partitioning, their intended use, and equipment to be contained therein. Landlord may request clarification or more specific drawings for special use items not included in the Final Space Plan. Landlord shall advise Tenant within ten (10) business days after Landlord's receipt of the Final Space Plan for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall promptly cause the Final Space Plan to be revised to correct any deficiencies or other matters Landlord may reasonably require.

3.4 Final Working Drawings. After the Final Space Plan has been approved by Landlord, Tenant shall supply the Engineers with a complete listing of standard and non-standard equipment and specifications, including, without limitation, B.T.U. calculations, electrical requirements and special electrical receptacle requirements for the Premises, to enable the Engineers and the Architect to complete the "Final Working Drawings" (as that term is defined below) in the manner as set forth below. Upon the approval of the Final Space Plan by Landlord and Tenant, Tenant shall promptly cause the Architect and the Engineers to complete the architectural and engineering drawings for the Premises, and Architect shall compile a fully coordinated set of architectural, structural, mechanical, electrical and plumbing working drawings in a form which is complete to allow subcontractors to bid on the work and to obtain all applicable permits (collectively, the "**Final Working Drawings**") and shall submit the same to Landlord for Landlord's approval, which approval may only be withheld to the extent a Design Problem exists. Tenant shall supply Landlord with four (4) hard copies signed by Tenant of the Final Working Drawings, and concurrently with Tenant's delivery of such hard copies, Tenant shall send to Landlord via electronic mail one (1) .pdf electronic copy of such Final Working Drawings. Landlord shall advise Tenant within ten (10) business days after Landlord's receipt of the Final Working Drawings for the Premises if the same is unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall immediately revise the Final Working Drawings in accordance with such review and any disapproval of Landlord in connection therewith. In addition, if the Final Working Drawings or any amendment thereof or supplement thereto shall require alterations in the Base Building (as contrasted with the Improvements), and if Landlord in its sole and exclusive discretion agrees to any such alterations, and notifies Tenant of the need and cost for such alterations, then Tenant shall pay the cost of such required changes (out of the Improvement Allowance, Additional Allowance or otherwise) in advance upon receipt of notice thereof.

3.5 Approved Working Drawings. The Final Working Drawings shall be approved by Landlord (the "**Approved Working Drawings**") prior to the commencement of construction of the Premises by Tenant. After approval by Landlord of the Final Working Drawings, no later than September 1, 2020 (other than as a result of Landlord caused delay), Tenant shall submit the same to the appropriate municipal authorities for all applicable building permits. Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Premises and that obtaining the same shall be Tenant's responsibility; provided, however, that Landlord shall cooperate with Tenant in executing permit applications and performing other ministerial acts reasonably necessary to enable Tenant to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of Landlord, which consent may not be unreasonably withheld.

3.6 Electronic Approvals. Notwithstanding any provision to the contrary contained in the Lease or this Work Letter, Landlord may, in Landlord's sole and absolute discretion, transmit or otherwise deliver any of the approvals required under this Work Letter via electronic mail to Tenant's representative identified in Section 5.1 of this Work Letter, or by any of the other means identified in Section 29.18 of this Lease.

SECTION 4

CONSTRUCTION OF THE IMPROVEMENTS

4.1 Tenant's Selection of Contractors.

4.1.1 The Contractor. Tenant shall retain Hathaway Dinwiddie as general contractor ("**Contractor**") to construct the Improvements.

4.1.2 Tenant's Agents. All subcontractors, laborers, materialmen, and suppliers used by Tenant (such subcontractors, laborers, materialmen, and suppliers, and the Contractor to be known collectively as "**Tenant's Construction Agents**") must be approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. If Landlord does not approve any of Tenant's proposed subcontractors, laborers, materialmen or suppliers, Tenant shall submit other proposed subcontractors, laborers, materialmen or suppliers for Landlord's written approval.

4.2 Construction of Improvements by Tenant's Construction Agents.

4.2.1 Construction Contract; Cost Budget. Tenant shall engage the Contractor under a construction contract (collectively, the "**Contract**"). Prior to the commencement of the construction of the Improvements, and after Tenant has accepted all bids for the Improvements, Tenant shall provide Landlord with a (i) a copy of the fully executed Contract, (ii) Tenant's proposed construction schedule for the construction and completion of the Improvements (the "**Construction Schedule**"), and (iii) detailed breakdown, by trade, of the final costs to be incurred or which have been incurred, as set forth more particularly in Sections 2.2.1.1 through 2.2.1.8, above, in connection with the design and construction of the Improvements to be performed by or at the direction of Tenant or the Contractor, which costs form a basis for the amount of the Contract (the "**Final Costs**"). The Final Costs provided by Tenant shall include two (2) separate schedules of values for the Improvements: (a) the first of which shall specifically identify certain assets and trades included in the Improvements that, when totaled together, substantially equal the amount of the Improvement Allowance to maximum extent possible without splitting or apportioning the cost of specific line items or trades (the "**Landlord SOV**"), such that at least ninety percent (90%) of the of the Landlord SOV Improvements shall be constructed by the Allowance Deadline; and (b) the second of which shall include the remainder of the work required in connection with the construction of the Improvements (the "**Tenant SOV**"). Landlord shall advise Tenant within five (5) business days after Landlord's receipt of the Final Costs if the Landlord SOV and the Tenant SOV are unsatisfactory or incomplete in any respect. If Tenant is so advised, Tenant shall cause the Landlord SOV and the Tenant SOV to be revised to correct any deficiencies or other matters Landlord may reasonably require within five (5) business days of Tenant's receipt of Landlord's notice thereof. The foregoing process shall be continued until the Landlord SOV and Tenant SOV have been approved by Landlord. The Improvement Allowance shall be used for the costs to design and construct the Improvements included in the Landlord SOV (the "**Landlord SOV Improvements**"). In no event shall Landlord be obligated to make disbursements from the Improvement Allowance for the Improvements included in the Tenant SOV (the "**Tenant SOV Improvements**") until all disbursements have been made from the Improvement Allowance for all Landlord SOV Improvements. Following Landlord's disbursement of the Improvement Allowance, Tenant shall pay the difference between the amount of the Final Costs (including any increase in the amount of the Final Costs during the course of design and construction of the Improvements) and the amount of the Improvement Allowance (the "**Over-Allowance Amount**") from Tenant's own funds, but Tenant shall continue to provide Landlord with the documents described in Sections 2.2.2.1 (i), (ii), (iii) and (iv) of this Work Letter, above, for Landlord's approval, prior to Tenant paying such costs.

4.2.2 Tenant's Construction Agents.

4.2.2.1 Landlord's General Conditions for Tenant's Construction Agents and Improvement Work. Tenant's and Tenant's Agent's construction of the Improvements shall comply with the following: (i) the Improvements shall be constructed in strict accordance with the Approved Working Drawings, as amended by change orders; and (ii) Tenant shall abide by all rules made by Landlord's Building manager with respect to the use of freight, loading dock and service elevators, storage of materials, coordination of work with the contractors of other tenants, and any other matter in connection with this Work Letter, including, without limitation, the construction of the Improvements. Tenant shall pay a logistical coordination fee (the "**Coordination Fee**") to Landlord in an amount equal to Two Hundred Forty-Two Thousand Five Hundred Thirty-Eight and No/100 Dollars ($242,538.00), which Coordination Fee shall be for services relating to the coordination of the construction of the Improvements and shall be deducted by Landlord from the Improvement Allowance.

4.2.2.2 Indemnity. Tenant's indemnity of Landlord as set forth in this Lease shall also apply with respect to any and all costs, losses, damages, injuries and liabilities related in any way to any act or omission of Tenant or Tenant's Construction Agents, or anyone directly or indirectly employed by any of them, or in connection with Tenant's non-payment of any amount arising out of the Improvements and/or Landlord's disapproval of all or any portion of any request for payment.

4.2.2.3 Requirements of Tenant's Construction Agents. Each of Tenant's Construction Agents shall guarantee to Tenant and for the benefit of Landlord that the portion of the Improvements for which it is responsible shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Each of Tenant's Construction Agents shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract that shall become defective within one (1) year after the later to occur of (i) completion of the work performed by such contractor or subcontractors and (ii) the Lease Commencement Date. The correction of such work shall include, without additional charge, all additional expenses and damages incurred in connection with such removal or replacement of all or any part of the Improvements, and/or the Building and/or Common Areas that may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the Improvements shall be contained in the Contract or subcontract.

4.2.2.4 Insurance Requirements.

4.2.2.4.1 General Coverages. All of Tenant's Construction Agents shall carry worker's compensation insurance covering all of their respective employees, and shall also carry public liability insurance, including property damage, all with limits, in form and with companies as are required to be carried by Tenant as set forth in this Lease.

4.2.2.4.2 Special Coverages. Tenant shall carry "Builder's All Risk" insurance in the full replacement cost of the Improvements covering the construction of the Improvements, and such other insurance as Landlord may require, it being understood and agreed that the Improvements shall be insured by Tenant pursuant to this Lease immediately upon completion thereof. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord including, but not limited to, the requirement that all of Tenant's Construction Agents shall carry excess liability and Products and Completed Operation Coverage insurance, each in amounts not less than $1,000,000 per incident, $2,000,000 in aggregate, and in form and with companies as are required to be carried by Tenant as set forth in this Lease.

4.2.2.4.3 General Terms. Certificates for all insurance carried pursuant to this Section 4.2.2.4 shall be delivered to Landlord before the commencement of construction of the Improvements and before the Contractor's equipment is moved onto the site. All such policies of insurance must contain a provision that the company writing said policy will give Landlord thirty (30) days prior written notice of any cancellation or lapse of the effective date or any reduction in the amounts of such insurance. In the event that the Improvements are damaged by any cause during the course of the construction thereof, Tenant shall immediately repair the same at Tenant's sole cost and expense. Tenant's Construction Agents shall maintain all of the foregoing insurance coverage in force until the Improvements are fully completed and accepted by Landlord, except for any Products and Completed Operation Coverage insurance required by Landlord, which is to be maintained for ten (10) years following completion of the work and acceptance by Landlord and Tenant. All policies carried under this Section 4.2.2.4 shall insure Landlord and Tenant, as their interests may appear, as well as Contractor and Tenant's Construction Agents. All insurance, except Workers' Compensation, maintained by Tenant's Construction Agents shall preclude subrogation claims by the insurer against anyone insured thereunder. Such insurance shall provide that it is primary insurance as respects the owner and that any other insurance maintained by owner is excess and noncontributing with the insurance required hereunder. The requirements for the foregoing insurance shall not derogate from the provisions for indemnification of Landlord by Tenant under Section 4.2.2.2 of this Work Letter.

4.2.3 Governmental Compliance. The Improvements shall comply in all respects with all Applicable Laws.

4.2.4 Inspection by Landlord. Landlord shall have the right to inspect the Improvements at all times, provided however, that Landlord's failure to inspect the Improvements shall in no event constitute a waiver of any of Landlord's rights hereunder nor shall Landlord's inspection of the Improvements constitute Landlord's approval of the same. Should Landlord disapprove any portion of the Improvements, Landlord shall notify Tenant in writing of such disapproval and shall specify the items disapproved. Any defects or deviations in, and/or disapproval by Landlord of, the Improvements shall be rectified by Tenant at no expense to Landlord, provided however, that in the event Landlord determines that a defect or deviation exists

or disapproves of any matter in connection with any portion of the Improvements and such defect, deviation or matter might adversely affect the mechanical, electrical, plumbing, heating, ventilating and air conditioning or life-safety systems of the Building, the structure or exterior appearance of the Building or any other tenant's use of such other tenant's leased premises, Landlord may, take such action as Landlord deems necessary, at Tenant's expense and without incurring any liability on Landlord's part, to correct any such defect, deviation and/or matter, including, without limitation, causing the cessation of performance of the construction of the Improvements until such time as the defect, deviation and/or matter is corrected to Landlord's satisfaction.

4.2.5 Meetings. Tenant shall hold weekly meetings at a reasonable time, with the Architect and the Contractor regarding the progress of the preparation of Construction Drawings and the construction of the Improvements, which meetings shall be held in South San Francisco, California, and Landlord and/or its agents shall receive prior notice of, and shall have the right to attend, all such formal meetings.

4.3 Notice of Completion; Copy of Record Set of Plans. Within fifteen (15) days after completion of construction of the Improvements, Tenant shall cause a Notice of Completion to be recorded in the office of the Recorder of the county in which the Building is located in accordance with Section 8182 of the Civil Code of the State of California or any successor statute, and shall furnish a copy thereof to Landlord upon such recordation. If Tenant fails to do so, Landlord may execute and file the same, at Tenant's sole cost and expense. At the conclusion of construction, (i) Tenant shall cause the Architect and Contractor (A) to update the Approved Working Drawings as necessary to reflect all changes made to the Approved Working Drawings during the course of construction, (B) to certify to the best of their knowledge that the "record-set" of as-built drawings are true and correct, which certification shall survive the expiration or termination of this Lease, and (C) to deliver to Landlord two (2) sets of copies of such record set of drawings within ninety (90) days following issuance of a certificate of occupancy for the Premises, and (ii) Tenant shall deliver to Landlord a copy of all warranties, guaranties, and operating manuals and information relating to the improvements, equipment, and systems in the Premises.

SECTION 5

MISCELLANEOUS

5.1 Tenant's Representative. Tenant has designated Chris Brey as its sole representative with respect to the matters set forth in this Work Letter (whose e-mail address for the purposes of this Work Letter is cbrey@cytokinetics.com and phone number is 650-624-3069), who shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter.

5.2 Landlord's Representatives. Landlord has designated Jonas Vass and Nate Marshall (whose e-mail addresses for the purposes of this Work Letter are jvass@kilroyrealty.com or nmarshall@kilroyrealty.com and phone numbers are (415) 778-7741 or (415) 778-7747) as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, each shall have full authority and responsibility to act on behalf of the Landlord as required in this Work Letter.

5.3 Time of the Essence in This Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. If any item requiring approval is timely disapproved by Landlord, the procedure for preparation of the document and approval thereof shall be repeated until the document is approved by Landlord.

5.4 Tenant's Lease Default. Notwithstanding any provision to the contrary contained in the Lease or this Work Letter, if any default by Tenant under the Lease or this Work Letter (including, without limitation, any failure by Tenant to fund any portion of the Over-Allowance Amount or timely provide the Security Deposit pursuant to Article 21 of this Lease) occurs at any time on or before the substantial completion of the Improvements, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, Landlord shall have the right to withhold payment of all or any portion of the Improvement Allowance and/or Landlord may, without any liability whatsoever, cause the cessation of construction of the Improvements (in which case, Tenant shall be responsible for any delay in the substantial completion of the Improvements and any costs occasioned thereby), and (ii) all other obligations of Landlord under the terms of the Lease and this Work Letter shall be forgiven until such time as such default is cured pursuant to the terms of the Lease.

5.5 No Miscellaneous Charges. To the extent the same is reasonably available, Landlord shall permit Tenant and Contractor to use, at Landlord's cost (i.e., without application of the Improvement Allowance nor the Additional Allowance), utilities, the Building's material hoists, freight and passenger elevators, staging areas and parking and related facilities of the Building to the extent the same are reasonably necessary for Tenant and/or the Contractor to construct the Improvements, or for Tenant's initial move into the Premises, including the installation of Tenant's furniture, fixtures, and equipment during the hours of 7:00 a.m. to 6:00 p.m. on weekdays (other than Holidays) (for purposes of this Section, the "**Construction Hours**"). Notwithstanding the foregoing, if Tenant, Tenant's Construction Agents or the Contractor requires any of the foregoing (i) outside of the Construction Hours, or (ii) in connection with any use reasonably unrelated to Tenant's construction and/or installation of the Improvements, Tenant shall pay the applicable out-of-pocket costs incurred by Landlord to make security or engineering services available during such hours, if required.

SCHEDULE 1 TO EXHIBIT B

BASE BUILDING PLANS

Drawing Category_I	Doc Author	DRAWING NO.	DRAWING NAME	DESIGN DEVELOPMENT PACKAGE_ 06.05.18	ISSUE FOR PERMIT_ 12.12.18	PLAN CHECK RESPONSE 1_ 02.22.19	PLAN CHECK RESPONSE 2_ 04.05.19	PLAN CHECK RESPONSE 3_ 05.08.19	ISSUE FOR CONSTRUCTION_ 06.28.19
COVER		0	COVER	•	•	•	•	•	•
GENERAL	DGA	A0.0	PROJECT DATA	•	•	•	•	•	•
GENERAL	DGA	A0.1A	DRAWING INDEX	•	•	•	•	•	•
GENERAL	DGA	A0.1B	DRAWING INDEX	•	•	•	•	•	•
GENERAL	DGA	A0.1C	DRAWING INDEX		•	•	•	•	•
GENERAL	DGA	A0.1D	DRAWING INDEX			•	•	•	•
GENERAL	DGA	A0.1E	DRAWING INDEX			•	•	•	•
GENERAL	DGA	A0.2	GENERAL NOTES, SYMBOLS AND ABBREVIATIONS	•	•	•	•		•
GENERAL	DGA	A0.3	CODE COMPLIANCE CAL-GREEN CHECKLIST		•	•	•		•
GENERAL	DGA	A0.4	CONTROL AREA AMMR		•	•	•		•
GENERAL	DGA	A0.5	T-24 ENERGY REQUIREMENTS		•	•	•		•
GENERAL	DGA	A0.6	T-24 ENERGY REQUIREMENTS		•	•	•		•
GENERAL	DGA	A0.7	LEED SCORECARD	•	•	•	•		•
GENERAL	DGA	A0.8	CONDITIONS OF APPROVAL		•	•	•		•
GENERAL	DGA	A0.9	CONDITIONS OF APPROVAL		•	•	•		•
GENERAL	DGA	A0.10	CONDITIONS OF APPROVAL		•	•	•		•
GENERAL	DGA	A0.11	BCDC APPROVAL		•	•	•		•
GENERAL	DGA	A0.12	BUILDING AND FIRE DEPT. LETTERS		•	•	•		•
GENERAL	DGA	A0.S0.X	CODE COMPLIANCE AND EGRESS PLAN - SITE		•	•	•		•
GENERAL	DGA	A0.S0.XA	SITE ENTRANCE INGRESS/EGRESS DIAGRAM				•		•
GENERAL	DGA	A0.S1.X	CODE COMPLIANCE AND EGRESS PLAN - SERVICE LEVEL	•	•	•	•		•
GENERAL	DGA	A0.P0.X	GARAGE OPENNESS CALCULATION		•	•	•		•
GENERAL	DGA	A0.P1.X	CODE COMPLIANCE AND EGRESS PLAN - PARKING LEVEL 1	•	•	•	•		•
GENERAL	DGA	A0.P2.X	CODE COMPLIANCE AND EGRESS PLAN - PARKING LEVEL 2	•	•	•	•		•
GENERAL	DGA	A0.P3.X	CODE COMPLIANCE AND EGRESS PLAN - PARKING LEVEL 3	•	•	•	•		•
GENERAL	DGA	A0.P4.X	CODE COMPLIANCE AND EGRESS PLAN - PARKING LEVEL 4	•	•	•	•		•
GENERAL	DGA	A0.1.0X	CODE COMPLIANCE AND EGRESS PLAN - LEVEL 1	•	•	•	•	•	•
GENERAL	DGA	A0.1A.0X	CODE COMPLIANCE AND EGRESS PLAN - MEZZANINE	•	•	•	•		•
GENERAL	DGA	A0.2.0X	CODE COMPLIANCE AND EGRESS PLAN - LEVEL 2	•	•	•	•		•
GENERAL	DGA	A0.3.0X	CODE COMPLIANCE AND EGRESS PLAN - LEVEL 3&4	•	•	•	•		•
GENERAL	DGA	A0.5.0X	CODE COMPLIANCE AND EGRESS PLAN - LEVEL 5	•	•	•	•		•
GENERAL	DGA	A0.6.0X	CODE COMPLIANCE AND EGRESS PLAN - LEVEL 6	•	•	•	•		•
GENERAL	DGA	A0.7.0X	CODE COMPLIANCE AND EGRESS PLAN - LEVEL 7	•	•	•	•		•
GENERAL	DGA	A0.R.0X	CODE COMPLIANCE AND EGRESS PLAN - ROOF PENTHOUSES	•	•	•	•		•
GENERAL	DGA	A0.1.0	CODE COMPLIANCE ACCESSIBILITY DETAILS	•	•	•	•		•
GENERAL	DGA	A0.1.1	CODE COMPLIANCE SITE DETAILS (FOR REFERENCE ONLY)		•	•	•		•
GENERAL	DGA	A0.1.2	LUMINOUS EGRESS PATH MARKINGS		•				
CIVIL (ROUGH GRADING SET)	BKF Engineers	CG0.0	COVER SHEET						
CIVIL (ROUGH GRADING SET)	BKF Engineers	CG1.0	EXISTING CONDITIONS PLAN						
CIVIL (ROUGH GRADING SET)	BKF Engineers	CG2.0	ROUGH GRADING PLAN						
CIVIL (ROUGH GRADING SET)	BKF Engineers	CG3.0	EROSION CONTROL PLAN						
CIVIL (ROUGH GRADING SET)	BKF Engineers	CG3.1	EROSION CONTROL DETAILS						
CIVIL (ROUGH GRADING SET)	BKF Engineers	SS-1	GENERAL PLAN NO. 1						
CIVIL (ROUGH GRADING SET)	BKF Engineers	SS-2	GENERAL PLAN NO. 2						
CIVIL (ROUGH GRADING SET)	BKF Engineers	SS-3	MISCELLANEOUS DETAILS NO. 1						
CIVIL (ROUGH GRADING SET)	BKF Engineers	SS-4	MISCELLANEOUS DETAILS NO. 2						
CIVIL	BKF Engineers	C0.0	CIVIL TITLE SHEET		•	•	•		•
CIVIL	BKF Engineers	C0.1	CIVIL NOTES		•	•	•		•

Drawing Category_I	Doc Author	DRAWING NO.	DRAWING NAME	DESIGN DEVELOPMENT PACKAGE_ 06.05.18	ISSUE FOR PERMIT_ 12.12.18	PLAN CHECK RESPONSE 1_ 02.22.19	PLAN CHECK RESPONSE 2_ 04.05.19	PLAN CHECK RESPONSE 3_ 05.08.19	ISSUE FOR CONSTRUCTION_ 06.28.19
CIVIL	BKF Engineers	C1.0	EXISTING CONDITIONS PLAN	•	•	•	•		•
CIVIL	BKF Engineers	C2.0	OVERALL HORIZONTAL CONTROL PLAN	•	•	•	•		•
CIVIL	BKF Engineers	C2.1	HORIZONTAL CONTROL PLAN			•	•		•
CIVIL	BKF Engineers	C2.2	HORIZONTAL CONTROL PLAN			•	•		•
CIVIL	BKF Engineers	C2.3	HORIZONTAL CONTROL PLAN			•	•		•
CIVIL	BKF Engineers	C2.4	HORIZONTAL CONTROL PLAN			•	•		•
CIVIL	BKF Engineers	C3.0	OVERALL GRADING PLAN	•	•	•	•		•
CIVIL	BKF Engineers	C3.1	GRADING PLAN	•	•	•	•		•
CIVIL	BKF Engineers	C3.2	GRADING PLAN	•	•	•	•		•
CIVIL	BKF Engineers	C3.3	GRADING PLAN		•	•	•		•
CIVIL	BKF Engineers	C3.4	GRADING PLAN		•	•	•		•
CIVIL	BKF Engineers	C3.5	GRADING SECTIONS		•	•	•		•
CIVIL	BKF Engineers	C4.0	OVERALL UTILITY PLAN	•	•	•	•		•
CIVIL	BKF Engineers	C4.1	UTILITY PLAN		•	•	•		•
CIVIL	BKF Engineers	C4.2	UTILITY PLAN		•	•	•		•
CIVIL	BKF Engineers	C4.3	UTILITY PLAN		•	•	•		•
CIVIL	BKF Engineers	C4.4	UTILITY PLAN		•	•	•		•
CIVIL	BKF Engineers	C5.0	STORMWATER CONTROL PLAN	•	•	•	•		•
CIVIL	BKF Engineers	C6.0	CONSTRUCTION DETAILS	•	•	•	•		•
CIVIL	BKF Engineers	C6.1	CONSTRUCTION DETAILS	•	•	•	•		•
CIVIL	BKF Engineers	C6.2	CONSTRUCTION DETAILS	•	•	•	•		•
CIVIL	BKF Engineers	C6.3	CONSTRUCTION DETAILS			•	•		•
CIVIL	BKF Engineers	C6.4	CONSTRUCTION DETAILS			•	•		•
CIVIL	BKF Engineers	C7.0	EROSION CONTROL PLAN		•	•	•		•
CIVIL	BKF Engineers	C7.1	EROSION CONTROL DETAILS		•	•	•		•
CIVIL	BKF Engineers	C7.2	CONSTRUCTION BMPs		•	•	•		•
LANDSCAPE	James Corner Field Operations	G-1.0	DRAWING INDEX AND GENERAL NOTES	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	G-1.1	GENERAL SYMBOLS AND LEGEND	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-1.1	SITE REFERENCE PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-2.1	MATERIAL PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-2.2	MATERIAL ENLARGEMENT PLAN - WEST	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-2.3	MATERIAL ENLARGEMENT PLAN - EAST	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-2.4	ENLARGEMENT PLAN - PERIMETER WALL	•					
LANDSCAPE	James Corner Field Operations	L-2.5	ENLARGEMENT PLAN - PERIMETER WALL	•					
LANDSCAPE	James Corner Field Operations	L-2.6	ENLARGEMENT PLAN - PERIMETER WALL	•					
LANDSCAPE	James Corner Field Operations	L-3.1	LAYOUT PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-3.2	LAYOUT ENLARGEMENT PLAN		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-3.3	LAYOUT ENLARGEMENT PLAN		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-3.4	LAYOUT ENLARGEMENT PLAN		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-3.5	LAYOUT ENLARGEMENT PLAN		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-5.1	FURNISHING PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-6.1	SOILS PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-7.1	TREE PLANTING PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-7.2	TREE SCHEDULE	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-8.1	GROUNDCOVER PLANTING PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-8.2	GROUNDCOVER SCHEDULE	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-8.3	GROUNDCOVER SCHEDULE	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-8.4	GROUNDCOVER SCHEDULE	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-8.5	GROUNDCOVER ENLARGEMENT PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-8.6	GROUNDCOVER ENLARGEMENT PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-8.7	GROUNDCOVER ENLARGEMENT PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-8.8	GROUNDCOVER ENLARGEMENT PLAN		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-8.9	GROUNDCOVER ENLARGEMENT PLAN		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-8.10	GROUNDCOVER ENLARGEMENT PLAN		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-9.1	SITE ELEVATION	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-9.2	SITE ELEVATION	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-9.3	SITE SECTION	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-9.4	STORMWATER GARDEN SECTION	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-9.5	SITE SECTION	•					
LANDSCAPE	James Corner Field Operations	L-10.1	WA-1 ENLARGEMENT PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.1.1	WA-1 GABION WALL SECTIONS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.1.2	GABION WALL SECTION PROFILES		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.1.3	GABION WALLS TYPICAL SECTION						•
LANDSCAPE	James Corner Field Operations	L-10.2	WA-2 ENLARGEMENT PLAN AND SECTIONS	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.3	WA-3 ENLARGEMENT PLAN AND ELEVATIONS	•	•	•	•		•

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LANDSCAPE	James Corner Field Operations	L-10.3.1	WA-3 GABION WALL SECTION		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.3.2	WA-3 GABION WALL SECTION				•		•
LANDSCAPE	James Corner Field Operations	L-10.4	WA-4 ENLARGEMENT PLAN	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.4.1	WA-4 GABION WALL SECTION		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.4.2	WA-4 GABION WALL SECTION		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.4.3	WA-4 ENLARGEMENT ELEVATION		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.4.4	WA-4 WALL SECTION				•		•
LANDSCAPE	James Corner Field Operations	L-10.5	WA-5 ENLARGEMENT PLAN		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.5.1	WA-5 ENLARGEMENT PLAN		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.5.2	WA-5 GABION WALL DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.5.3	WA-5 GABION WALL DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.5.4	WA-5 GABION WALL DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.5.5	WA-5 GABION WALL DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.5.6	WA-5 GABION WALL DETAILS		•		•		•
LANDSCAPE	James Corner Field Operations	L-10.5.7	WA-5 GABION WALL DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.5.8	WA-5 GABION WALL DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.6	WA-6 ENLARGEMENT PLAN		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.6.1	WA-6 ENLARGEMENT SECTION		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.7	TYPICAL GABION WALL DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.7.1	TYPICAL GABION WALL DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.7.2	TYPICAL GABION WALL DETAILS						•
LANDSCAPE	James Corner Field Operations	L-10.8	STAIR DETAILS (S-1)		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.8.1	STAIR DETAILS (S-1)		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.8.2	STAIR DETAIL		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.8.3	STAIR DETAIL		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.9	STAIR DETAILS (S-2)		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.9.1	STAIR DETAIL		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-10.9.2	STAIR DETAIL		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.1	PAVING DETAILS	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.2	PAVING DETAILS	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.3	PAVING DETAILS	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.4	PAVING DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.5	PAVING DETAILS - BUILDING FACE		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.5.1	PAVING DETAILS - BUILDING FACE		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.6	PAVING DETAILS - PAVEMENT ENLARGEMENTS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.6.1	PAVING DETAILS - PAVEMENT ENLARGEMENTS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.6.2	PAVING ENLARGEMENTS			•	•		•
LANDSCAPE	James Corner Field Operations	L-11.7	PAVING DETAILS - WD-1A		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.8	PAVING DETAILS - WD-1B		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.8.1	PAVING DETAILS		•				
LANDSCAPE	James Corner Field Operations	L-11.9	PAVING DETAILS - WD-1C		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.9.1	WOOD DECK WD-1A, 1B, 1C, 1D, TYPICAL DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.9.2	WOOD DECK WD-1A, 1B, 1C TYPICAL DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.9.3	WOOD DECK WD-1A, 1B, 1C TYPICAL DETAILS			•	•		•
LANDSCAPE	James Corner Field Operations	L-11.9.4	WOOD DECK WD-1A, 1B, 1C TYPICAL DETAILS				•		•
LANDSCAPE	James Corner Field Operations	L-11.9.5	WOOD DECK WD-1A, 1B, 1C TYPICAL DETAILS				•		•
LANDSCAPE	James Corner Field Operations	L-11.9.6	WOOD DECK WD-1A, 1B, 1C TYPICAL DETAILS				•		•
LANDSCAPE	James Corner Field Operations	L-11.9.7	WOOD DECK WD-1A, 1B, 1C TYPICAL DETAILS				•		•
LANDSCAPE	James Corner Field Operations	L-11.10	PAVING DETAILS WD-1D		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.10.1	PAVING DETAILS WD-1D		•		•		•
LANDSCAPE	James Corner Field Operations	L-11.11	PAVING DETAILS WD-1D		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.12	PAVING DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.13	PAVING DETAILS - LIGHT FIXTURES		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.13.1	PAVING DETAILS - LIGHT FIXTURES				•		•
LANDSCAPE	James Corner Field Operations	L-11.13.2	PAVING DETAILS - LIGHT FIXTURES						•
LANDSCAPE	James Corner Field Operations	L-11.13.3	PAVING DETAILS - LIGHT FIXTURES						•
LANDSCAPE	James Corner Field Operations	L-11.13.4	PAVING DETAILS - LIGHT FIXTURES						•
LANDSCAPE	James Corner Field Operations	L-11.13.5	PAVING DETAILS - LIGHT FIXTURES						•
LANDSCAPE	James Corner Field Operations	L-11.13.6	PAVING DETAILS - LIGHT FIXTURES						•
LANDSCAPE	James Corner Field Operations	L-11.14	PAVING DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-11.15	PAVING DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-12.1	FURNISHING DETAIL HANDRAIL	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-12.1.1	FURNISHING DETAILS HANDRAIL		•	•	•		•

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LANDSCAPE	James Corner Field Operations	L-12.1.2	FURNISHING DETAILS HANDRAIL			•	•		•
LANDSCAPE	James Corner Field Operations	L-12.2	FURNISHING DETAILS HANDRAIL	•	•		•		•
LANDSCAPE	James Corner Field Operations	L-12.3	FURNISHING DETAILS HANDRAIL (HD-3)	•	•		•		•
LANDSCAPE	James Corner Field Operations	L-12.4	FURNISHING DETAILS HANDRAIL (GR-1)	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-12.5	FURNISHING DETAILS HANDRAIL (GR-2)	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-12.6	FURNISHING DETAILS HANDRAIL (GR-2)	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-12.7	FURNISHING DETAILS GUARDRAIL		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-12.8	FURNISHING DETAILS BCDC GUARDRAIL		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-12.9	FURNISHING DETAIL		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-12.10	FURNISHING DETAIL		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-12.11	FURNISHING DETAIL		•	•			
LANDSCAPE	James Corner Field Operations	L-13.1	PLANTING DETAILS	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-13.2	PLANTING DETAILS	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-13.3	PLANTING DETAILS	•	•	•	•		•
LANDSCAPE	James Corner Field Operations	L-13.4	PLANTING DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-13.5	SUB-SURFACE DRAINAGE DETAILS		•	•	•		•
LANDSCAPE	James Corner Field Operations	L-14.1	SOIL DETAILS	•					
IRRIGATION	DD Pagano Inc.	IR-1.00	IRRIGATION LEGEND AND NOTES	•	•	•	•		•
IRRIGATION	DD Pagano Inc.	IR-1.01	IRRIGATION PLAN	•	•	•	•		•
IRRIGATION	DD Pagano Inc.	IR-1.02	IRRIGATION PLAN		•	•	•		•
IRRIGATION	DD Pagano Inc.	IR-1.03	IRRIGATION PLAN		•	•	•		•
IRRIGATION	DD Pagano Inc.	IR-1.04	IRRIGATION PLAN		•	•	•		•
IRRIGATION	DD Pagano Inc.	IR-2.01	IRRIGATION DETAILS	•	•	•	•		•
IRRIGATION	DD Pagano Inc.	IR-2.02	IRRIGATION DETAILS	•	•	•	•		•
IRRIGATION	DD Pagano Inc.	IR-2.03	IRRIGATION DETAILS	•	•	•	•		•
ARCHITECTURAL	DGA	A1.0	SITE PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A1.01	OVERALL GRID PLAN			•	•		•
ARCHITECTURAL	DGA	A2.S1.0	SERVICE LEVEL - OVERALL PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.S1.1N	SERVICE LEVEL - AREA 1N		•	•	•		•
ARCHITECTURAL	DGA	A2.S1.1S	SERVICE LEVEL - AREA 1S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.S1.1S.S	SERVICE LEVEL - AREA 1S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.S1.2S	SERVICE LEVEL - AREA 2S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.S1.2S.S	SERVICE LEVEL - AREA 2S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.S1.3S	SERVICE LEVEL - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.S1.3S.S	SERVICE LEVEL - AREA 3S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P1.0	PARKING LEVEL 1 - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P1.1S	PARKING LEVEL 1 - AREA 1S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P1.1S.S	PARKING LEVEL 1 - AREA 1S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P1.2S	PARKING LEVEL 1 - AREA 2S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P1.2S.S	PARKING LEVEL 1 - AREA 2S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P1.3S	PARKING LEVEL 1 - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P1.3S.S	PARKING LEVEL 1 - AREA 3S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P2.0	PARKING LEVEL 2 - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P2.1S	PARKING LEVEL 2 - AREA 1S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P2.1S.S	PARKING LEVEL 2 - AREA 1S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P2.2S	PARKING LEVEL 2 - AREA 2S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P2.2S.S	PARKING LEVEL 2 - AREA 2S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P2.3S	PARKING LEVEL 2 - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P2.3S.S	PARKING LEVEL 2 - AREA 3S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P3.0	PARKING LEVEL 3 - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P3.1S	PARKING LEVEL 3 - AREA 1S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P3.1S.S	PARKING LEVEL 3 - AREA 1S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P3.2S	PARKING LEVEL 3 - AREA 2S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P3.2S.S	PARKING LEVEL 3 - AREA 2S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P3.3S	PARKING LEVEL 3 - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P3.3S.S	PARKING LEVEL 3 - AREA 3S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P4.0	PARKING LEVEL 4 - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P4.1S	PARKING LEVEL 4 - AREA 1S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P4.1S.S	PARKING LEVEL 4 - AREA 1S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P4.2S	PARKING LEVEL 4 - AREA 2S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P4.2S.S	PARKING LEVEL 4 - AREA 2S - SLAB PLAN		•	•	•		•
ARCHITECTURAL	DGA	A2.P4.3S	PARKING LEVEL 4 - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.P4.3S.S	PARKING LEVEL 4 - AREA 3S - SLAB PLAN		•	•	•		•

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ARCHITECTURAL	DGA	A2.P5.0	PARKING RAMP FLOOR PLANS			•	•		•
ARCHITECTURAL	DGA	A2.1.0	LEVEL 1 - OVERALL FLOOR PLAN	•	•	•	•	•	•
ARCHITECTURAL	DGA	A2.1.1N	LEVEL 1 - AREA 1N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.1.1N.S	LEVEL 1 - AREA 1N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.1.2N	LEVEL 1 - AREA 2N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.1.2N.S	LEVEL 1 - AREA 2N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.1.3N	LEVEL 1 - AREA 3N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.1.3N.S	LEVEL 1 - AREA 3N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.1A.0	MEZZANINE LEVEL - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.1A.1N	MEZZANINE LEVEL - AREA 1N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.1A.1N.S	MEZZANINE LEVEL - AREA 1N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.1A.3N	MEZZANINE LEVEL - AREA 3N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.1A.3N.S	MEZZANINE LEVEL - AREA 3N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.2.0	LEVEL 2 - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.2.1N	LEVEL 2 - AREA 1N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.2.1N.S	LEVEL 2 - AREA 1N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.2.1S	LEVEL 2 - AREA 1S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.2.1S.S	LEVEL 2 - AREA 1S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.2.2N	LEVEL 2 - AREA 2N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.2.2N.S	LEVEL 2 - AREA 2N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.2.3N	LEVEL 2 - AREA 3N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.2.3N.S	LEVEL 2 - AREA 3N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.2.3S	LEVEL 2 - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.2.3S.S	LEVEL 2 - AREA 3S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.3.0	LEVEL 3 - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.3.1N	LEVEL 3 - AREA 1N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.3.1N.S	LEVEL 3 - AREA 1N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.3.1S	LEVEL 3 - AREA 1S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.3.1S.S	LEVEL 3 - AREA 1S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.3.2N	LEVEL 3 - AREA 2N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.3.2N.S	LEVEL 3 - AREA 2N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.3.3N	LEVEL 3 - AREA 3N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.3.3N.S	LEVEL 3 - AREA 3N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.3.3S	LEVEL 3 - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.3.3S.S	LEVEL 3 - AREA 3S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.4.0	LEVEL 4 - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.4.1N	LEVEL 4 - AREA 1N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.4.1N.S	LEVEL 4 - AREA 1N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.4.1S	LEVEL 4 - AREA 1S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.4.1S.S	LEVEL 4 - AREA 1S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.4.2N	LEVEL 4 - AREA 2N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.4.2N.S	LEVEL 4 - AREA 2N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.4.3N	LEVEL 4 - AREA 3N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.4.3N.S	LEVEL 4 - AREA 3N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.4.3S	LEVEL 4 - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.4.3S.S	LEVEL 4 - AREA 3S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.5.0	LEVEL 5 - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.5.1N	LEVEL 5 - AREA 1N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.5.1N.S	LEVEL 5 - AREA 1N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.5.1S	LEVEL 5 - AREA 1S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.5.1S.S	LEVEL 5 - AREA 1S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.5.2N	LEVEL 5 - AREA 2N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.5.2N.S	LEVEL 5 - AREA 2N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.5.3N	LEVEL 5 - AREA 3N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.5.3N.S	LEVEL 5 - AREA 3N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.5.3S	LEVEL 5 - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.5.3S.S	LEVEL 5 - AREA 3S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.6.0	LEVEL 6 - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.6.2N	LEVEL 6 - AREA 2N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.6.2N.S	LEVEL 6 - AREA 2N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.6.3N	LEVEL 6 - AREA 3N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.6.3N.S	LEVEL 6 - AREA 3N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.6.3S	LEVEL 6 - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.6.3S.S	LEVEL 6 - AREA 3S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.7.0	LEVEL 7 - OVERALL FLOOR PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.7.3N	LEVEL 7 - AREA 3N	•	•	•	•		•

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ARCHITECTURAL	DGA	A2.7.3N.S	LEVEL 7 - AREA 3N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.7.3S	LEVEL 7 - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.7.3S.S	LEVEL 7 - AREA 3S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.8.0	ROOF - OVERALL ROOF PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.8.1N	ROOF PLAN - AREA 1N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.8.1N.S	ROOF PLAN - AREA 1N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.8.1S	ROOF PLAN - AREA 1S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.8.1S.S	ROOF PLAN - AREA 1S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.8.2N	ROOF PLAN - AREA 2N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.8.2N.S	ROOF PLAN - AREA 2N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.8.3N	ROOF PLAN - AREA 3N	•	•	•	•		•
ARCHITECTURAL	DGA	A2.8.3N.S	ROOF PLAN - AREA 3N - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.8.3S	ROOF PLAN - AREA 3S	•	•	•	•		•
ARCHITECTURAL	DGA	A2.8.3S.S	ROOF PLAN - AREA 3S - SLAB PLAN						•
ARCHITECTURAL	DGA	A2.9.0	PENTHOUSE ROOF LEVEL OVERALL PLAN	•	•	•	•		•
ARCHITECTURAL	DGA	A2.11	ENLARGED LOBBY FLOOR PLANS			•	•		•
ARCHITECTURAL	DGA	A2.12	ENLARGED LOBBY FLOOR PLANS			•	•		•
ARCHITECTURAL	DGA	A2.13	ENLARGED LOBBY FLOOR PLANS			•	•		•
ARCHITECTURAL	DGA	A2.20	RESTROOM GENERAL NOTES AND ACCESSORIES SCHEDULE			•	•		•
ARCHITECTURAL	DGA	A2.21	ENLARGED RESTROOM FLOOR PLANS AND INTERIOR ELEVATIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.22	ENLARGED RESTROOM FLOOR PLANS AND INTERIOR ELEVATIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.23	ENLARGED RESTROOM FLOOR PLANS AND INTERIOR ELEVATIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.24	ENLARGED RESTROOM & SHOWERS FLOOR PLANS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.25	ENLARGED RESTROOM & SHOWERS FLOOR PLANS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.26	ENLARGED RESTROOM & SHOWERS AND INTERIOR ELEVATIONS		•	•	•		•
ARCHITECTURAL	DGA	A2.27	ENLARGED RESTROOM FLOOR PLANS AND INTERIOR ELEVATIONS		•	•	•		•
ARCHITECTURAL	DGA	A2.41	ENLARGED STAIR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.42	ENLARGED STAIR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.43	ENLARGED STAIR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.44	ENLARGED STAIR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.45	ENLARGED STAIR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.46	ENLARGED STAIR PLANS AND SECTIONS		•	•	•		•
ARCHITECTURAL	DGA	A2.47	ENLARGED STAIR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.48	ENLARGED STAIR PLANS AND SECTIONS		•	•	•		•
ARCHITECTURAL	DGA	A2.49	ENLARGED STAIR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.50	ENLARGED STAIR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.51	ENLARGED STAIR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.52	ENLARGED STAIR PLANS AND SECTIONS		•	•	•		•
ARCHITECTURAL	DGA	A2.53	ENLARGED STAIR PLANS AND SECTIONS		•	•	•		•
ARCHITECTURAL	DGA	A2.61	ENLARGED ELEVATOR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.62	ENLARGED ELEVATOR PLANS AND SECTIONS		•	•	•		•
ARCHITECTURAL	DGA	A2.63	ENLARGED ELEVATOR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A2.64	ENLARGED ELEVATOR PLANS AND SECTIONS		•	•	•		•
ARCHITECTURAL	DGA	A2.65	ENLARGED ELEVATOR PLANS AND SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A3.0	WALL TYPE SCHEDULE - EXTERIOR						•
ARCHITECTURAL	DGA	A3.1	WALL TYPES SCHEDULE - INTERIOR	•	•	•	•		•
ARCHITECTURAL	DGA	A3.2	DOOR SCHEDULE	•	•	•	•		•
ARCHITECTURAL	DGA	A3.3	DOOR SCHEDULE	•	•	•	•		•
ARCHITECTURAL	DGA	A3.4	DOOR SCHEDULE	•	•	•	•		•
ARCHITECTURAL	DGA	A3.5	DOOR SCHEDULE	•	•	•	•		•
ARCHITECTURAL	DGA	A3.6	DOOR SCHEDULE	•	•	•	•		•
ARCHITECTURAL	DGA	A3.7	DOOR HARDWARE GROUPS		•	•	•		•
ARCHITECTURAL	DGA	A3.8	DOOR HARDWARE GROUPS		•	•	•		•
ARCHITECTURAL	DGA	A4.1	BUILDING SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A4.2	BUILDING SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A4.3	BUILDING SECTIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A5.1	EXTERIOR ELEVATIONS	•	•	•	•		•

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ARCHITECTURAL	DGA	A5.2	BUILDING 1 - EXTERIOR ELEVATIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A5.3	BUILDING 1 - EXTERIOR ELEVATIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A5.4	BUILDING 2 - EXTERIOR ELEVATIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A5.5	BUILDING 2 - EXTERIOR ELEVATIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A5.6	BUILDING 3 - EXTERIOR ELEVATIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A5.7	BUILDING 3 - EXTERIOR ELEVATIONS	•	•	•	•		•
ARCHITECTURAL	DGA	A5.11	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.12	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.13	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.14	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.15	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.16	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.17	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.18	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.19	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.20	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.21	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.22	ENLARGED ELEVATIONS AND SECTIONS - BASE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.31	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.32	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.33	ENLARGED ELEVATIONS AND SECTIONS - TOWER		•	•	•		•
ARCHITECTURAL	DGA	A5.34	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.35	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.36	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.37	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.38	ENLARGED ELEVATIONS AND SECTIONS - TOWER		•	•	•		•
ARCHITECTURAL	DGA	A5.39	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.40	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.41	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.42	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.43	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.44	ENLARGED ELEVATIONS AND SECTIONS - TOWER	•	•	•	•		•
ARCHITECTURAL	DGA	A5.51	ENLARGED ELEVATIONS AND SECTIONS - CONCOURSE ONE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.52	ENLARGED ELEVATIONS AND SECTIONS - CONCOURSE ONE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.53	ENLARGED ELEVATIONS AND SECTIONS - CONCOURSE ONE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.55	ENLARGED ELEVATIONS AND SECTIONS - CONCOURSE TWO		•	•	•		•
ARCHITECTURAL	DGA	A5.56	ENLARGED ELEVATIONS AND SECTIONS - CONCOURSE TWO		•	•	•		•
ARCHITECTURAL	DGA	A5.57	ENLARGED ELEVATIONS AND SECTIONS - CONCOURSE TWO	•	•	•	•		•
ARCHITECTURAL	DGA	A5.61	ENLARGED ELEVATIONS AND SECTIONS - GARAGE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.62	ENLARGED ELEVATIONS AND SECTIONS - GARAGE	•	•	•	•		•
ARCHITECTURAL	DGA	A5.71	ENLARGED ELEVATIONS AND SECTIONS - PENTHOUSE		•	•	•		•
ARCHITECTURAL	DGA	A5.72	ENLARGED ELEVATIONS AND SECTIONS - PENTHOUSE		•	•	•		•
ARCHITECTURAL	DGA	A5.73	ENLARGED ELEVATIONS AND SECTIONS - PENTHOUSE		•	•	•		•
ARCHITECTURAL	DGA	A5.74	ENLARGED ELEVATIONS AND SECTIONS - PENTHOUSE		•	•	•		•
ARCHITECTURAL	DGA	A5.75	ENLARGED ELEVATIONS AND SECTIONS - PENTHOUSE		•	•	•		•
ARCHITECTURAL	DGA	A5.76	ENLARGED ELEVATIONS AND SECTIONS - PENTHOUSE		•	•	•		•
ARCHITECTURAL	DGA	A5.77	ENLARGED ELEVATIONS AND SECTIONS - PENTHOUSE		•	•	•		•
ARCHITECTURAL	DGA	A6.01	EXTERIOR DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.02	EXTERIOR DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.03	EXTERIOR DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.04	EXTERIOR DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.05	EXTERIOR DETAILS		•	•	•		•

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ARCHITECTURAL	DGA	A6.06	EXTERIOR DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.07	EXTERIOR DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.08	EXTERIOR DETAILS			•	•		•
ARCHITECTURAL	DGA	A6.09	EXTERIOR DETAILS			•	•		•
ARCHITECTURAL	DGA	A6.10	EXTERIOR DETAILS			•	•		•
ARCHITECTURAL	DGA	A6.11	EXTERIOR DETAILS			•	•		•
ARCHITECTURAL	DGA	A6.12	EXTERIOR DETAILS			•	•		•
ARCHITECTURAL	DGA	A6.13	EXTERIOR DETAILS				•		•
ARCHITECTURAL	DGA	A6.14	EXTERIOR DETAILS						•
ARCHITECTURAL	DGA	A6.15	EXTERIOR DETAILS						•
ARCHITECTURAL	DGA	A6.16	EXTERIOR DETAILS						•
ARCHITECTURAL	DGA	A6.20	FOUNDATION WATERPROOFING DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.21	FOUNDATION WATERPROOFING DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.22	TERRACE WATERPROOFING DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.30	BUILDING STAIR DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.31	GARAGE STAIR DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.32	TYPICAL STAIRWAY GENERAL DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.40	INTERIOR FRAMING DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.41	INTERIOR FRAMING DETAILS			•	•		•
ARCHITECTURAL	DGA	A6.50	WALL DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.51	WALL DETAILS - MISCELLANEOUS		•	•	•		•
ARCHITECTURAL	DGA	A6.52	INTERIOR DETAILS - ELEVATOR		•	•	•		•
ARCHITECTURAL	DGA	A6.53	INTERIOR DETAILS - MILLWORK		•	•	•		•
ARCHITECTURAL	DGA	A6.54	INTERIOR DETAILS - RESTROOM AND SHOWER		•	•	•		•
ARCHITECTURAL	DGA	A6.60	INTERIOR DOOR AND WINDOW DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.65	EXTERIOR DOOR DETAILS				•		•
ARCHITECTURAL	DGA	A6.70	CEILING DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.71	CEILING DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.80	FLOOR AND BASE DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.90	TYPICAL PENETRATION DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.91	MOUNTING HEIGHT SCHEDULES		•	•	•		•
ARCHITECTURAL	DGA	A6.92	INTERIOR SIGNAGE AND IDENTIFICATION SCHEDULE AND DETAILS		•	•	•		•
ARCHITECTURAL	DGA	A6.93	EXTERIOR SIGNAGE AND IDENTIFICATION SCHEDULE AND DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S0.00	DRAWING LIST	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S0.01	ISOMETRIC VIEWS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S0.02	ABBREVIATIONS AND LEGENDS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S0.03	GENERAL NOTES	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S0.04	GENERAL NOTES	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S0.05	GENERAL NOTES		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S0.06	GRID PLAN		•				
STRUCTURAL	Magnusson Klemencic Associates	S1.01	LOAD MAPS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S1.02	LOAD MAPS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S1.03	LOAD MAPS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S1.04	LOAD MAPS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S1.05	ELEVATOR LOAD MAPS						•
STRUCTURAL	Magnusson Klemencic Associates	S1.06	VIBRATION LOAD MAPS						•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1	SERVICE LEVEL/PARKING LEVEL 1 - OVERALL FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-1N	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 1N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-1N-R	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 1N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-1S	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 1S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-1S-R	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 1S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-2N	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 2N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-2N-R	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 2N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-2S	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 2S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-2S-R	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 2S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-3N	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 3N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-3N-R	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 3N REINFORCING PLAN		•	•	•		•

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STRUCTURAL	Magnusson Klemencic Associates	S2.P1-3S	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 3S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P1-3S-R	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 3S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2	PARKING LEVEL 2/LEVEL 1 - OVERALL FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-1N	PARKING LEVEL 2/LEVEL 1 - SECTOR 1N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-1N-R	PARKING LEVEL 2/LEVEL 1 - SECTOR 1N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-1S	PARKING LEVEL 2/LEVEL 1 - SECTOR 1S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-1S-R	PARKING LEVEL 2/LEVEL 1 - SECTOR 1S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-2N	PARKING LEVEL 2/LEVEL 1 - SECTOR 2N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-2N-R	PARKING LEVEL 2/LEVEL 1 - SECTOR 2N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-2S	PARKING LEVEL 2/LEVEL 1 - SECTOR 2S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-2S-R	PARKING LEVEL 2/LEVEL 1 - SECTOR 2S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-3N	PARKING LEVEL 2/LEVEL 1 - SECTOR 3N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-3N-R	PARKING LEVEL 2/LEVEL 1 - SECTOR 3N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-3S	PARKING LEVEL 2/LEVEL 1 - SECTOR 3S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P2-3S-R	PARKING LEVEL 2/LEVEL 1 - SECTOR 3S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3	PARKING LEVEL 3 - OVERALL FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-1N	PARKING LEVEL 3 - SECTOR 1N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-1N-R	PARKING LEVEL 3 - SECTOR 1N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-1S	PARKING LEVEL 3 - SECTOR 1S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-1S-R	PARKING LEVEL 3 - SECTOR 1S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-2N	PARKING LEVEL 3 - SECTOR 2N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-2N-R	PARKING LEVEL 3 - SECTOR 2N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-2S	PARKING LEVEL 3 - SECTOR 2S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-2S-R	PARKING LEVEL 3 - SECTOR 2S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-3N	PARKING LEVEL 3 - SECTOR 3N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-3N-R	PARKING LEVEL 3 - SECTOR 3N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-3S	PARKING LEVEL 3 - SECTOR 3S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P3-3S-R	PARKING LEVEL 3 - SECTOR 3S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4	PARKING LEVEL 4 OVERALL FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-1N	PARKING LEVEL 4 - SECTOR 1N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-1N-R	PARKING LEVEL 4 - SECTOR 1N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-1S	PARKING LEVEL 4 - SECTOR 1S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-1S-R	PARKING LEVEL 4 - SECTOR 1S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-2N	PARKING LEVEL 4 - SECTOR 2N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-2N-R	PARKING LEVEL 4 - SECTOR 2N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-2S	PARKING LEVEL 4 - SECTOR 2S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-2S-R	PARKING LEVEL 4 - SECTOR 2S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-3N	PARKING LEVEL 4 - SECTOR 3N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-3N-R	PARKING LEVEL 4 - SECTOR 3N REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-3S	PARKING LEVEL 4 - SECTOR 3S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.P4-3S-R	PARKING LEVEL 4 - SECTOR 3S REINFORCING PLAN		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.02	LEVEL 2 - OVERALL FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.02-1N	LEVEL 2 - SECTOR 1N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.02-1S	LEVEL 2 - SECTOR 1S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.02-2N	LEVEL 2 - SECTOR 2N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.02-3N	LEVEL 2 - SECTOR 3N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.02-3S	LEVEL 2 - SECTOR 3S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.03	TYPICAL OFFICE LEVEL - OVERALL FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.03-1N	TYPICAL OFFICE LEVEL - SECTOR 1N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.03-1S	TYPICAL OFFICE LEVEL - SECTOR 1S FRAMING PLAN	•	•	•	•		•

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STRUCTURAL	Magnusson Klemencic Associates	S2.03-2N	TYPICAL OFFICE LEVEL - SECTOR 2N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.03-3N	TYPICAL OFFICE LEVEL -SECTOR 3N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.03-3S	TYPICAL OFFICE LEVEL - SECTOR 3S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.RF	ROOF LEVEL - OVERALL FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.RF-1N	ROOF LEVEL - SECTOR 1N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.RF-1S	ROOF LEVEL - SECTOR 1S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.RF-2N	ROOF LEVEL - SECTOR 2N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.RF-3N	ROOF LEVEL - SECTOR 3N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.RF-3S	ROOF LEVEL - SECTOR 3S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.PH	PENTHOUSE LEVEL - OVERALL FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.PH - 1N	PENTHOUSE LEVEL - SECTOR 1N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.PH - 1S	PENTHOUSE LEVEL - SECTOR 1S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.PH - 2N	PENTHOUSE LEVEL - SECTOR 2N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.PH - 3N	PENTHOUSE LEVEL - SECTOR 3N FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.PH - 3S	PENTHOUSE LEVEL - SECTOR 3S FRAMING PLAN	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.50	PARTIAL PLANS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.51	PARTIAL PLANS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.52	PARTIAL PLANS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.53	PARTIAL PLANS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.54	PARTIAL PLANS						•
STRUCTURAL	Magnusson Klemencic Associates	S2.60	MAT PARTIAL PLANS - BUILDING #1		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.61	MAT PARTIAL PLANS - BUILDING #1		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.62	MAT PARTIAL PLANS - BUILDING #2		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.63	MAT PARTIAL PLANS - BUILDING #2		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.64	MAT PARTIAL PLANS - BUILDING #3		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.65	MAT PARTIAL PLANS - BUILDING #3		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.66	MAT PARTIAL PLANS - BUILDING #3		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.70	MEZZANINE - DIAPHRAGM REINFORCING PLANS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.71	LEVEL 2 - DIAPHRAGM REINFORCING PLANS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.72	TYPICAL LEVEL - DIAPHRAGM REINFORCING PLANS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S2.73	ROOF LEVEL - DIAPHRAGM REINFORCING PLANS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.01	SHEAR WALL & BRACED FRAME ELEVATIONS - BUILDING #1	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.02	SHEAR WALL & BRACED FRAME ELEVATIONS - BUILDING #1	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.03	SHEAR WALL ELEVATIONS - BUILDING #1	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.04	SHEAR WALL & BRACED FRAME ELEVATIONS - BUILDING #2	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.05	SHEAR WALL & BRACED FRAME ELEVATIONS - BUILDING #2	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.06	SHEAR WALL ELEVATIONS - BUILDING #2	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.07	SHEAR WALL & BRACED FRAME ELEVATIONS - BUILDING #3	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.08	SHEAR WALL & BRACED FRAME ELEVATIONS - BUILDING #3	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.09	SHEAR WALL ELEVATIONS - BUILDING #3	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.10	MOMENT AND BRACED FRAME ELEVATIONS - BUILDING #1 MEZZANINE		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.11	SHEAR WALL SECTIONS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.12	SHEAR WALL SECTIONS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.13	SHEAR WALL SECTIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.14	SHEAR WALL SECTIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.15	SHEAR WALL SECTIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.16	SHEAR WALL SECTIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.17	SHEAR WALL SECTIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.18	SHEAR WALL SECTIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.19	SHEAR WALL SECTIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.21	TYPICAL COUPLING BEAM DETAILS AND SCHEDULES	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.22	TYPICAL SHEAR WALL DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.31	TYPICAL BRACED FRAME DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.32	TYPICAL BRACED FRAME DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S3.33	BRACED FRAME SECTIONS AND DETAILS		•	•	•		•

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STRUCTURAL	Magnusson Klemencic Associates	S3.41	MOMENT FRAME SECTIONS AND DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.01	TYPICAL FOUNDATION DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.02	TYPICAL FOUNDATION DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.02A	TYPICAL FOUNDATION DETAILS						•
STRUCTURAL	Magnusson Klemencic Associates	S4.03	TYPICAL CONCRETE COLUMN DETAILS AND SCHEDULE	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.04	TYPICAL MILD SLAB DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.05	TYPICAL CONCRETE DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.06	TYPICAL CONCRETE BEAM DETAILS AND SCHEDULE		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.11	TYPICAL POST-TENSIONED SLAB DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.12	TYPICAL POST-TENSIONED BEAM DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.13	POST-TENSIONED CONCRETE BEAM ELEVATIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.14	POST-TENSIONED CONCRETE BEAM ELEVATIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.15	POST-TENSIONED CONCRETE BEAM ELEVATIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.16	POST-TENSIONED CONCRETE BEAM ELEVATIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.17	POST-TENSIONED CONCRETE BEAM ELEVATIONS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.18	POST-TENSIONED CONCRETE BEAM ELEVATIONS				•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.21	TYPICAL STEEL COLUMN DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.22	STEEL COLUMN SCHEDULE - BUILDING #1		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.23	STEEL COLUMN SCHEDULE - BUILDING #2	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.24	STEEL COLUMN SCHEDULE - BUILDING #3	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.25	TYPICAL STEEL BEAM CONNECTIONS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.26	TYPICAL STEEL BEAM CONNECTIONS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.27	TYPICAL STEEL BEAM HAUNCH AND PENETRATION DETAILS AND SCHEDULES	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.28	TYPICAL STEEL DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.29	TYPICAL STEEL DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.31	TYPICAL STEEL DECK DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.32	TYPICAL STEEL DECK DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.41	TYPICAL NON-LOAD BEARING CMU WALL DETAILS AND SCHEDULES	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.42	TYPICAL NON-LOAD BEARING CMU WALL DETAILS AND SCHEDULES	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.51	TYPICAL MISCELLANEOUS DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S4.61	TYPICAL CURTAIN WALL/GFRC SUPPORT DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S5.01	CONCRETE SECTIONS AND DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S5.02	CONCRETE SECTIONS AND DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S5.03	CONCRETE SECTIONS AND DETAILS	•	•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S5.04	CONCRETE SECTIONS AND DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S5.05	CONCRETE SECTIONS AND DETAILS			•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S5.06	CONCRETE SECTIONS AND DETAILS						•
STRUCTURAL	Magnusson Klemencic Associates	S5.07	CONCRETE SECTIONS AND DETAILS						•
STRUCTURAL	Magnusson Klemencic Associates	S5.08	CONCRETE SECTIONS AND DETAILS						•
STRUCTURAL	Magnusson Klemencic Associates	S6.01	STEEL SECTIONS AND DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S6.02	STEEL SECTIONS AND DETAILS			•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S6.03	STEEL SECTIONS AND DETAILS			•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S6.04	STEEL SECTIONS AND DETAILS			•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S6.11	SCREENWALL/FACADE SUPPORT STEEL SECTIONS AND DETAILS		•	•	•		•
STRUCTURAL	Magnusson Klemencic Associates	S6.12	SCREENWALL/FACADE SUPPORT STEEL SECTIONS AND DETAILS			•	•		•
CATHODIC PROTECTION	JD Howard	CP1.0	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 1N CATHODIC PROTECTION SITE PLAN		•	•	•		•
CATHODIC PROTECTION	JD Howard	CP1.1	ANODE INSTALLATION ELEVATION VIEW 1						•
CATHODIC PROTECTION	JD Howard	CP1.2	ANODE INSTALLATION ELEVATION VIEW 2						•
CATHODIC PROTECTION	JD Howard	CP1.3	ANODE INSTALLATION ELEVATION VIEW 3						•
CATHODIC PROTECTION	JD Howard	CP1.4	ANODE INSTALLATION ELEVATION VIEW 4						•

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CATHODIC PROTECTION	JD Howard	CP2.0	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 1N CATHODIC PROTECTION PILE PLAN 1		•	•	•		•
CATHODIC PROTECTION	JD Howard	CP2.1	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 1N CATHODIC PROTECTION PILE PLAN 2		•	•	•		•
CATHODIC PROTECTION	JD Howard	CP2.2	SERVICE LEVEL/PARKING LEVEL 1 - SECTOR 1N CATHODIC PROTECTION PILE PLAN 3		•	•	•		•
CATHODIC PROTECTION	JD Howard	CP3.0	PILE CATHODIC PROTECTION DETAILS 1		•	•	•		•
CATHODIC PROTECTION	JD Howard	CP3.1	PILE CATHODIC PROTECTION DETAILS 2		•	•	•		•
CATHODIC PROTECTION	JD Howard	CP3.2	PILE CATHODIC PROTECTION DETAILS 3		•	•	•		•
CATHODIC PROTECTION	JD Howard	CP4.0	UNDERGROUND WATER UTILITIES CATHODIC PROTECTION DETAILS 1		•	•	•		•
CATHODIC PROTECTION	JD Howard	CP4.1	UNDERGROUND WATER UTILITIES CATHODIC PROTECTION DETAILS 2		•	•	•		•
PLUMBING	Pan Pacific	P0.001	PLUMBING LEGEND & NOTES		•	•	•		•
PLUMBING	Pan Pacific	P0.002	PLUMBING SCHEDULES		•	•	•		•
PLUMBING	Pan Pacific	P0.003	PLUMBING SCHEDULES		•	•	•		•
PLUMBING	Pan Pacific	P0.004	PLUMBING CALCULATIONS		•	•	•		•
PLUMBING	Pan Pacific	P1.0	PLUMBING SITE PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.0.0	OVERALL UNDERGROUND LEVEL		•	•	•		•
PLUMBING	Pan Pacific	P2.0.1N	UNDERGROUND LEVEL - AREA 1N		•	•	•		•
PLUMBING	Pan Pacific	P2.0.2N	UNDERGROUND LEVEL - AREA 2N		•	•	•		•
PLUMBING	Pan Pacific	P2.0.3N	UNDERGROUND LEVEL - AREA 3N		•	•	•		•
PLUMBING	Pan Pacific	P2.S0.0	SERVICE LEVEL - UNDERGROUND OVERALL PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.S0.1S	SERVICE LEVEL - UNDERGROUND PLAN - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.S0.2S	SERVICE LEVEL - UNDERGROUND PLAN - AREA 2S		•	•	•		•
PLUMBING	Pan Pacific	P2.S0.3S	SERVICE LEVEL - UNDERGROUND PLAN - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.S1.0	SERVICE LEVEL - OVERALL PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.S1.1S	SERVICE LEVEL - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.S1.2S	SERVICE LEVEL - AREA 2S		•	•	•		•
PLUMBING	Pan Pacific	P2.S1.3S	SERVICE LEVEL - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.0.1S	UNDERGROUND LEVEL - AREA 1S						•
PLUMBING	Pan Pacific	P2.0.2S	UNDERGROUND LEVEL - AREA 2S						•
PLUMBING	Pan Pacific	P2.0.3S	UNDERGROUND LEVEL - AREA 3S						•
PLUMBING	Pan Pacific	P2.P1.0	PARKING LEVEL 1 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.P1.1S	PARKING LEVEL 1 - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.P1.2S	PARKING LEVEL 1 - AREA 2S		•	•	•		•
PLUMBING	Pan Pacific	P2.P1.3S	PARKING LEVEL 1 - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.P2.0	PARKING LEVEL 2 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.P2.1S	PARKING LEVEL 2 - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.P2.2S	PARKING LEVEL 2 - AREA 2S		•	•	•		•
PLUMBING	Pan Pacific	P2.P2.3S	PARKING LEVEL 2 - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.P3.0	PARKING LEVEL 3 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.P3.1S	PARKING LEVEL 3 - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.P3.2S	PARKING LEVEL 3 - AREA 2S		•	•	•		•
PLUMBING	Pan Pacific	P2.P3.3S	PARKING LEVEL 3 - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.P4.0	PARKING LEVEL 4 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.P4.1S	PARKING LEVEL 4 - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.P4.2S	PARKING LEVEL 4 - AREA 2S		•	•	•		•
PLUMBING	Pan Pacific	P2.P4.3S	PARKING LEVEL 4 - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.1.0	LEVEL 1 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.1.1N	LEVEL 1 - AREA 1N		•	•	•		•
PLUMBING	Pan Pacific	P2.1.2N	LEVEL 1 - AREA 2N		•	•	•		•
PLUMBING	Pan Pacific	P2.1.3N	LEVEL 1 - AREA 3N		•	•	•		•
PLUMBING	Pan Pacific	P2.1A.0	MEZZANINE LEVEL - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.1A.1N	MEZZANINE LEVEL - AREA 1N		•	•	•		•
PLUMBING	Pan Pacific	P2.1A.3N	MEZZANINE LEVEL - AREA 3N		•	•	•		•
PLUMBING	Pan Pacific	P2.2.0	LEVEL 2 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.2.1N	LEVEL 2 - AREA 1N		•	•	•		•
PLUMBING	Pan Pacific	P2.2.1S	LEVEL 2 - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.2.2N	LEVEL 2 - AREA 2N		•	•	•		•
PLUMBING	Pan Pacific	P2.2.3N	LEVEL 2 - AREA 3N		•	•	•		•
PLUMBING	Pan Pacific	P2.2.3S	LEVEL 2 - AREA 3S		•	•	•		•

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PLUMBING	Pan Pacific	P2.3.0	LEVEL 3 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.3.1N	LEVEL 3 - AREA 1N		•	•	•		•
PLUMBING	Pan Pacific	P2.3.1S	LEVEL 3 - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.3.2N	LEVEL 3 - AREA 2N		•	•	•		•
PLUMBING	Pan Pacific	P2.3.3N	LEVEL 3 - AREA 3N		•	•	•		•
PLUMBING	Pan Pacific	P2.3.3S	LEVEL 3 - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.4.0	LEVEL 4 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.4.1N	LEVEL 4 - AREA 1N		•	•	•		•
PLUMBING	Pan Pacific	P2.4.1S	LEVEL 4 - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.4.2N	LEVEL 4 - AREA 2N		•	•	•		•
PLUMBING	Pan Pacific	P2.4.3N	LEVEL 4 - AREA 3N		•	•	•		•
PLUMBING	Pan Pacific	P2.4.3S	LEVEL 4 - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.5.0	LEVEL 5 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.5.1N	LEVEL 5 - AREA 1N		•	•	•		•
PLUMBING	Pan Pacific	P2.5.1S	LEVEL 5 - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.5.2N	LEVEL 5 - AREA 2N		•	•	•		•
PLUMBING	Pan Pacific	P2.5.3N	LEVEL 5 - AREA 3N		•	•	•		•
PLUMBING	Pan Pacific	P2.5.3S	LEVEL 5 - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.6.0	LEVEL 6 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.6.2N	LEVEL 6 - AREA 2N		•	•	•		•
PLUMBING	Pan Pacific	P2.6.3N	LEVEL 6 - AREA 3N		•	•	•		•
PLUMBING	Pan Pacific	P2.6.3S	LEVEL 6 - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.7.0	LEVEL 7 - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.7.3N	LEVEL 7 - AREA 3N		•	•	•		•
PLUMBING	Pan Pacific	P2.7.3S	LEVEL 7 - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.8.0	ROOF - OVERALL FLOOR PLAN		•	•	•		•
PLUMBING	Pan Pacific	P2.8.1N	ROOF PLAN - AREA 1N		•	•	•		•
PLUMBING	Pan Pacific	P2.8.1S	ROOF PLAN - AREA 1S		•	•	•		•
PLUMBING	Pan Pacific	P2.8.2N	ROOF PLAN - AREA 2N		•	•	•		•
PLUMBING	Pan Pacific	P2.8.3N	ROOF PLAN - AREA 3N		•	•	•		•
PLUMBING	Pan Pacific	P2.8.3S	ROOF PLAN - AREA 3S		•	•	•		•
PLUMBING	Pan Pacific	P2.9.0	PENTHOUSE ROOF LEVEL OVERALL PLAN		•	•	•		•
PLUMBING	Pan Pacific	P5.1.01	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.01A	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.02	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.02A	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.03	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.03A	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.04	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.04A	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.05	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.05A	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.06	WASTE AND VENT RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P5.1.06A	WASTE AND VENT RISER DIAGRAM						•
PLUMBING	Pan Pacific	P6.1.01	HOT AND COLD WATER RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P6.1.01A	HOT AND COLD WATER RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P6.1.02	HOT AND COLD WATER RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P6.1.02A	HOT AND COLD WATER RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P6.1.03	HOT AND COLD WATER RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P6.1.03A	HOT AND COLD WATER RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P6.1.04	HOT AND COLD WATER RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P7.1.01	GAS RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P7.1.01A	GAS RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P8.1.01	STORM DRAIN RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P8.1.01A	STORM DRAIN RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P8.1.02	STORM DRAIN RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P8.1.02A	STORM DRAIN RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P8.1.03	STORM DRAIN RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P8.1.03A	STORM DRAIN RISER DIAGRAM		•	•	•		•
PLUMBING	Pan Pacific	P9.1.01	ENLARGED PLUMBING PLANS		•	•	•		•
PLUMBING	Pan Pacific	P9.1.02	ENLARGED PLUMBING PLANS		•	•	•		•
PLUMBING	Pan Pacific	P9.1.03	ENLARGED PLUMBING PLANS		•	•	•		•
PLUMBING	Pan Pacific	P9.1.04	ENLARGED PLUMBING PLANS		•	•	•		•

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PLUMBING	Pan Pacific	P9.1.05	ENLARGED PLUMBING PLANS		•	•	•		•
PLUMBING	Pan Pacific	P9.1.06	ENLARGED PLUMBING PLANS		•	•	•		•
PLUMBING	Pan Pacific	P9.1.07	BLDG 1 - ENLARGED PLANS		•	•	•		•
PLUMBING	Pan Pacific	P9.1.08	BLDG 2 - ENLARGED PLANS		•	•	•		•
PLUMBING	Pan Pacific	P9.1.09	BLDG 3 - ENLARGED PLANS		•	•	•		•
PLUMBING	Pan Pacific	P10.1.01	PLUMBING DETAILS		•	•	•		•
PLUMBING	Pan Pacific	P10.1.02	PLUMBING DETAILS		•	•	•		•
PLUMBING	Pan Pacific	P10.1.03	PLUMBING DETAILS		•	•	•		•
PLUMBING	Pan Pacific	P10.1.04	PLUMBING DETAILS			•	•		•
PLUMBING	Pan Pacific	P10.1.05	PLUMBING DETAILS			•	•		•
MECHANICAL	Marelich Mechanical	M0.01	HVAC LEGENDS AND ABBREVIATIONS		•	•	•		•
MECHANICAL	Marelich Mechanical	M0.02	HVAC SCHEDULES		•	•	•		•
MECHANICAL	Marelich Mechanical	M0.03	HVAC SCHEDULES		•	•	•		•
MECHANICAL	Marelich Mechanical	M0.04	HVAC SCHEDULES		•	•	•		•
MECHANICAL	Marelich Mechanical	M0.05	HVAC SCHEDULES		•	•	•		•
MECHANICAL	Marelich Mechanical	M0.06	HVAC SCHEDULES		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.S.0	SERVICE LEVEL OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.S.1S	SERVICE LEVEL AREA 1S HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.S.2S	SERVICE LEVEL AREA 2S HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.S.3S	SERVICE LEVEL AREA 3S HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.P1.0	PARKING LEVEL 1 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.P2.0	PARKING LEVEL 2 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.1.0	LEVEL 1 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.1.1N	LEVEL 1 AREA 1N HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.1.2N	LEVEL 1 AREA 2N HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.1.3N	LEVEL 1 AREA 3N HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.M.0	MEZZANIN OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.M.1N	MEZZANINE AREA 1N HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.M.3N	MEZZANINE AREA 3N HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.2.0	LEVEL 2 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.2.1	LEVEL 2 BUILDING 1 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.2.2	LEVEL 2 BUILDING 2 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.2.3	LEVEL 2 BUILDING 3 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.3.0	LEVEL 3 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.3.1	LEVEL 3 BUILDING 1 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.3.2	LEVEL 3 BUILDING 2 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.3.3	LEVEL 3 BUILDING 3 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.4.0	LEVEL 4 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.4.1	LEVEL 4 BUILDING 1 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.4.2	LEVEL 4 BUILDING 2 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.4.3	LEVEL 4 BUILDING 3 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.5.0	LEVEL 5 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.5.1	LEVEL 5 BUILDING 1 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.5.2	LEVEL 5 BUILDING 2 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.5.3	LEVEL 5 BUILDING 3 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.6.0	LEVEL 6 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.6.1	ROOF BUILDING 1 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.6.1N	ROOF BUILDING 1 NORTH HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.6.1S	ROOF BUILDING 1 SOUTH HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.6.2	LEVEL 6 BUILDING 2 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.6.3	LEVEL 6 BUILDING 3 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.7.0	LEVEL 7 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.7.2	ROOF BUILDING 2 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.7.2W	ROOF BUILDING 2 WEST HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.7.2E	ROOF BUILDING 2 EAST HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.7.3	LEVEL 7 BUILDING 3 HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.8.3	ROOF BUILDING 3 OVERALL HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.8.3N	ROOF BUILDING 3 NORTH HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M2.8.3S	ROOF BUILDING 3 SOUTH HVAC PLAN		•	•	•		•
MECHANICAL	Marelich Mechanical	M3.01	HVAC SECTIONS		•	•	•		•
MECHANICAL	Marelich Mechanical	M3.02	HVAC SECTIONS		•	•	•		•
MECHANICAL	Marelich Mechanical	M3.03	HVAC SECTIONS		•	•	•		•

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MECHANICAL	Marelich Mechanical	M3.04	HVAC SECTIONS		•	•	•		•
MECHANICAL	Marelich Mechanical	M3.05	HVAC SECTIONS		•	•	•		•
MECHANICAL	Marelich Mechanical	M3.06	HVAC SECTIONS		•	•	•		•
MECHANICAL	Marelich Mechanical	M3.07	HVAC SECTIONS		•	•	•		•
MECHANICAL	Marelich Mechanical	M3.08	HVAC SECTIONS AND AXONS		•	•	•		•
MECHANICAL	Marelich Mechanical	M3.09	HVAC SECTIONS AND AXONS		•	•	•		•
MECHANICAL	Marelich Mechanical	M3.10	HVAC SECTIONS AND AXONS						•
MECHANICAL	Marelich Mechanical	M4.01	HVAC DETAILS		•	•	•		•
MECHANICAL	Marelich Mechanical	M5.01	PIPING SCHEMATICS		•	•	•		•
MECHANICAL	Marelich Mechanical	M5.02	PIPING SCHEMATICS		•	•	•		•
MECHANICAL	Marelich Mechanical	M5.03	PIPING RISERS		•	•	•		•
MECHANICAL	Marelich Mechanical	M6.01	CONTROL SCHEMATICS			•	•		•
MECHANICAL	Marelich Mechanical	M6.02	CONTROL SCHEMATICS			•	•		•
MECHANICAL	Marelich Mechanical	M6.03	CONTROL SCHEMATICS			•	•		•
ELECTRICAL	Prime Electric	E0.1.0	COVER SHEET		•	•	•		•
ELECTRICAL	Prime Electric	E0.2.0	SINGLE LINE DIAGRAMS PRIMARY SERVICE, STANDBY GENERATOR, AND PARKING GARAGE		•	•	•		•
ELECTRICAL	Prime Electric	E0.2.1	SINGLE LINE DIAGRAM BUILDING 1 NORMAL POWER DISTRIBUTION		•	•	•		•
ELECTRICAL	Prime Electric	E0.2.2	SINGLE LINE DIAGRAM BUILDING 1 EMERGENCY POWER DISTRIBUTION		•	•	•		•
ELECTRICAL	Prime Electric	E0.2.3	SINGLE LINE DIAGRAM BUILDING 2 NORMAL POWER DISTRIBUTION		•	•	•		•
ELECTRICAL	Prime Electric	E0.2.4	SINGLE LINE DIAGRAM BUILDING 2 EMERGENCY POWER DISTRIBUTION		•	•	•		•
ELECTRICAL	Prime Electric	E0.2.5	SINGLE LINE DIAGRAM BUILDING 3 NORMAL POWER DISTRIBUTION		•	•	•		•
ELECTRICAL	Prime Electric	E0.2.6	SINGLE LINE DIAGRAM BUILDING 3 EMERGENCY POWER DISTRIBUTION		•	•	•		•
ELECTRICAL	Prime Electric	E0.2.7	TELECOM RACEWAY AND GROUNDING RISER DIAGRAM BUILDINGS 1, 2 & 3		•	•	•		•
ELECTRICAL	Prime Electric	E0.2.8	EMERGENCY LIGHTING SENSING CIRCUIT RISER DIAGRAM			•	•		•
ELECTRICAL	Prime Electric	E0.2.9	EMERGENCY LIGHTING SENSING CIRCUIT CONTROL DIAGRAM			•	•		•
ELECTRICAL	Prime Electric	E0.3.0.1	SERVICE LEVEL DISTRIBUTION SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.0.2	SERVICE LEVEL PANEL SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.0E.1	SERVICE LEVEL EMERGENCY PANEL SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.1.1	BUILDING 1 DISTRIBUTION SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.1.2	BUILDING 1 PANEL SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.1E.1	BUILDING 1 EMERGENCY DISTRIBUTION SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.1E.2	BUILDING 1 EMERGENCY PANEL SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.2.1	BUILDING 2 DISTRIBUTION SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.2.2	BUILDING 2 PANEL SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.2E.1	BUILDING 2 EMERGENCY DISTRIBUTION SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.2E.2	BUILDING 2 EMERGENCYPANEL SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.3.1	BUILDING 3 DISTRIBUTION SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.3.2	BUILDING 3 PANEL SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.3E.1	BUILDING 3 EMERGENCY DISTRIBUTION SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.3.3E.2	BUILDING 3 EMERGENCY PANEL SCHEDULES		•	•	•		•
ELECTRICAL	Prime Electric	E0.4.0	LIGHT FIXTURE SCHEDULE		•	•	•		•
ELECTRICAL	Prime Electric	E0.5.0	TITLE-24		•	•	•		•
ELECTRICAL	Prime Electric	E0.5.1	TITLE-24		•	•	•		•
ELECTRICAL	Prime Electric	E0.5.2	TITLE-24		•	•	•		•
ELECTRICAL	Prime Electric	E0.5.3	TITLE-24		•	•	•		•
ELECTRICAL	Prime Electric	E0.5.4	TITLE-24		•	•	•		•
ELECTRICAL	Prime Electric	E0.6.1	TYPICAL DETAILS		•	•	•		•
ELECTRICAL	Prime Electric	E0.6.2	TYPICAL GROUNDING DETAILS		•	•	•		•
ELECTRICAL	Prime Electric	E0.7.0	GENERATOR CALCULATIONS				•		
ELECTRICAL	Prime Electric	E0.7.1	GENERATOR 1500KW				•		
ELECTRICAL	Prime Electric	E0.7.2	GENERATOR 2000KW				•		
ELECTRICAL	Prime Electric	E1.0	SITE PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.S1.0	SERVICE LEVEL - OVERALL PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.S1.1N	POWER PLAN - SERVICE LEVEL - AREA 1N						•
ELECTRICAL	Prime Electric	E2.S1.1S	SERVICE LEVEL - AREA 1S		•	•	•		•
ELECTRICAL	Prime Electric	E2.S1.2S	SERVICE LEVEL - AREA 2S		•	•	•		•

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ELECTRICAL	Prime Electric	E2.S1.3S	SERVICE LEVEL - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P1.0	PARKING LEVEL 1 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.P1.1S	PARKING LEVEL 1 - AREA 1S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P1.2S	PARKING LEVEL 1 - AREA 2S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P1.3S	PARKING LEVEL 1 - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P2.0	PARKING LEVEL 2 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.P2.1S	PARKING LEVEL 2 - AREA 1S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P2.2S	PARKING LEVEL 2 - AREA 2S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P2.3S	PARKING LEVEL 2 - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P3.0	PARKING LEVEL 3 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.P3.1S	PARKING LEVEL 3 - AREA 1S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P3.2S	PARKING LEVEL 3 - AREA 2S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P3.3S	PARKING LEVEL 3 - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P4.0	PARKING LEVEL 4 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.P4.1S	PARKING LEVEL 4 - AREA 1S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P4.2S	PARKING LEVEL 4 - AREA 2S		•	•	•		•
ELECTRICAL	Prime Electric	E2.P4.3S	PARKING LEVEL 4 - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.1.0	LEVEL 1 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.1.1N	LEVEL 1 - AREA 1N		•	•	•		•
ELECTRICAL	Prime Electric	E2.1.2N	LEVEL 1 - AREA 2N		•	•	•		•
ELECTRICAL	Prime Electric	E2.1.3N	LEVEL 1 - AREA 3N		•	•	•		•
ELECTRICAL	Prime Electric	E2.1A.0	MEZZANINE LEVEL - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.1A.1N	MEZZANINE LEVEL - AREA 1N		•	•	•		•
ELECTRICAL	Prime Electric	E2.1A.3N	MEZZANINE LEVEL - AREA 3N		•	•	•		•
ELECTRICAL	Prime Electric	E2.2.0	LEVEL 2 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.2.1N	LEVEL 2 - AREA 1N		•	•	•		•
ELECTRICAL	Prime Electric	E2.2.1S	LEVEL 2 - AREA 1S		•	•	•		•
ELECTRICAL	Prime Electric	E2.2.2N	LEVEL 2 - AREA 2N		•	•	•		•
ELECTRICAL	Prime Electric	E2.2.3N	LEVEL 2 - AREA 3N		•	•	•		•
ELECTRICAL	Prime Electric	E2.2.3S	LEVEL 2 - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.3.0	LEVEL 3 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.3.1N	LEVEL 3 - AREA 1N		•	•	•		•
ELECTRICAL	Prime Electric	E2.3.1S	LEVEL 3 - AREA 1S		•	•	•		•
ELECTRICAL	Prime Electric	E2.3.2N	LEVEL 3 - AREA 2N		•	•	•		•
ELECTRICAL	Prime Electric	E2.3.3N	LEVEL 3 - AREA 3N		•	•	•		•
ELECTRICAL	Prime Electric	E2.3.3S	LEVEL 3 - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.4.0	LEVEL 4 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.4.1N	LEVEL 4 - AREA 1N		•	•	•		•
ELECTRICAL	Prime Electric	E2.4.1S	LEVEL 4 - AREA 1S		•	•	•		•
ELECTRICAL	Prime Electric	E2.4.2N	LEVEL 4 - AREA 2N		•	•	•		•
ELECTRICAL	Prime Electric	E2.4.3N	LEVEL 4 - AREA 3N		•	•	•		•
ELECTRICAL	Prime Electric	E2.4.3S	LEVEL 4 - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.5.0	LEVEL 5 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.5.1N	LEVEL 5 - AREA 1N		•	•	•		•
ELECTRICAL	Prime Electric	E2.5.1S	LEVEL 5 - AREA 1S		•	•	•		•
ELECTRICAL	Prime Electric	E2.5.2N	LEVEL 5 - AREA 2N		•	•	•		•
ELECTRICAL	Prime Electric	E2.5.3N	LEVEL 5 - AREA 3N		•	•	•		•
ELECTRICAL	Prime Electric	E2.5.3S	LEVEL 5 - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.6.0	LEVEL 6 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.6.2N	LEVEL 6 - AREA 2N		•	•	•		•
ELECTRICAL	Prime Electric	E2.6.3N	LEVEL 6 - AREA 3N		•	•	•		•
ELECTRICAL	Prime Electric	E2.6.3S	LEVEL 6 - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.7.0	LEVEL 7 - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.7.3N	LEVEL 7 - AREA 3N		•	•	•		•
ELECTRICAL	Prime Electric	E2.7.3S	LEVEL 7 - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E2.8.0	ROOF - OVERALL FLOOR PLAN		•	•	•		•
ELECTRICAL	Prime Electric	E2.8.1N	ROOF PLAN - AREA 1N		•	•	•		•
ELECTRICAL	Prime Electric	E2.8.1S	ROOF PLAN - AREA 1S		•	•	•		•
ELECTRICAL	Prime Electric	E2.8.2N	ROOF PLAN - AREA 2N		•	•	•		•
ELECTRICAL	Prime Electric	E2.8.3N	ROOF PLAN - AREA 3N		•	•	•		•
ELECTRICAL	Prime Electric	E2.8.3S	ROOF PLAN - AREA 3S		•	•	•		•
ELECTRICAL	Prime Electric	E3.00	ENLARGED - ELECTRICAL ROOMS - SERVICE		•	•	•		•
ELECTRICAL	Prime Electric	E3.01	ENLARGED - ELECTRICAL ROOMS - BUILDING 1		•	•	•		•
ELECTRICAL	Prime Electric	E3.02	ENLARGED - ELECTRICAL ROOMS - BUILDING 2		•	•	•		•
ELECTRICAL	Prime Electric	E3.03	ENLARGED - ELECTRICAL ROOMS - BUILDING 3		•	•	•		•
ELECTRICAL	Prime Electric	E6.S1.1	LIGHTING PLAN - SERVICE LEVEL - B1		•	•	•		
ELECTRICAL	Prime Electric	E6.S1.1N	LIGHTING PLAN - SERVICE LEVEL - B1 NORTH						•
ELECTRICAL	Prime Electric	E6.S1.1S	LIGHTING PLAN - SERVICE LEVEL - B1 SOUTH						•

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ELECTRICAL	Prime Electric	E6.S1.2	LIGHTING PLAN - SERVICE LEVEL - B2		•	•	•		•
ELECTRICAL	Prime Electric	E6.S1.3	LIGHTING PLAN - SERVICE LEVEL - B3		•	•	•		•
ELECTRICAL	Prime Electric	E6.P1.0	LIGHTING PLAN - PARKING LEVEL 1 - OVERALL		•	•	•		•
ELECTRICAL	Prime Electric	E6.P2.0	LIGHTING PLAN - PARKING LEVEL 2 - OVERALL		•	•	•		•
ELECTRICAL	Prime Electric	E6.P3.0	LIGHTING PLAN - PARKING LEVEL 3 - OVERALL		•	•	•		•
ELECTRICAL	Prime Electric	E6.P4.0	LIGHTING PLAN - PARKING LEVEL 4 - OVERALL		•	•	•		•
ELECTRICAL	Prime Electric	E6.1.1	LIGHTING PLAN - LOBBY - B1		•	•	•		•
ELECTRICAL	Prime Electric	E6.1.2	LIGHTING PLAN - LOBBY - B2		•	•	•		•
ELECTRICAL	Prime Electric	E6.1.3	LIGHTING PLAN - LOBBY - B3		•	•	•		•
ELECTRICAL	Prime Electric	E6.1A.1	LIGHTING PLAN - MEZZANINE - B1		•	•	•		•
ELECTRICAL	Prime Electric	E6.1A.3	LIGHTING PLAN - MEZZANINE - B3		•	•	•		•
ELECTRICAL	Prime Electric	E6.2.1	LIGHTING PLAN - LEVEL 2 - B1		•	•	•		•
ELECTRICAL	Prime Electric	E6.2.2	LIGHTING PLAN - LEVEL 2 - B2		•	•	•		•
ELECTRICAL	Prime Electric	E6.2.3	LIGHTING PLAN - LEVEL 2 - B3		•	•	•		•
ELECTRICAL	Prime Electric	E6.3.1	LIGHTING PLAN - LEVEL 3 - B1		•	•	•		•
ELECTRICAL	Prime Electric	E6.3.2	LIGHTING PLAN - LEVEL 3 - B2		•	•	•		•
ELECTRICAL	Prime Electric	E6.3.3	LIGHTING PLAN - LEVEL 3 - B3		•	•	•		•
ELECTRICAL	Prime Electric	E6.4.1	LIGHTING PLAN - LEVEL 4 - B1		•	•	•		•
ELECTRICAL	Prime Electric	E6.4.2	LIGHTING PLAN - LEVEL 4 - B2		•	•	•		•
ELECTRICAL	Prime Electric	E6.4.3	LIGHTING PLAN - LEVEL 4 - B3		•	•	•		•
ELECTRICAL	Prime Electric	E6.5.1	LIGHTING PLAN - LEVEL 5 - B1		•	•	•		•
ELECTRICAL	Prime Electric	E6.5.2	LIGHTING PLAN - LEVEL 5 - B2		•	•	•		•
ELECTRICAL	Prime Electric	E6.5.3	LIGHTING PLAN - LEVEL 5 - B3		•	•	•		•
ELECTRICAL	Prime Electric	E6.6.2	LIGHTING PLAN - LEVEL 6 - B2		•	•	•		•
ELECTRICAL	Prime Electric	E6.6.3	LIGHTING PLAN - LEVEL 6 - B3		•	•	•		•
ELECTRICAL	Prime Electric	E6.7.3	LIGHTING PLAN - LEVEL 7 - B3		•	•	•		•
FIRE PROTECTION	BFP Fire Protection	F0.1	FIRE PROTECTION LEAD SHEET	•					
FIRE PROTECTION	BFP Fire Protection	F1.1.0	FIRE PROTECTION SITE PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.S.0	FIRE PROTECTION FLOOR PLAN- SERVICE LEVEL OVERALL						
FIRE PROTECTION	BFP Fire Protection	F2.P1.0	PARKING LEVEL 1 - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.P1.1	PARKING LEVEL 2 - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.P1.2	PARKING LEVEL 3 - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.P1.3	PARKING LEVEL 4 - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.1.0	LEVEL 1 - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.1.1	LEVEL 1 - FIRE PROTECTION FLOOR PLAN BUILDING 1	•					
FIRE PROTECTION	BFP Fire Protection	F2.1.2	LEVEL 1 - FIRE PROTECTION FLOOR PLAN BUILDING 2	•					
FIRE PROTECTION	BFP Fire Protection	F2.1.3	LEVEL 1 - FIRE PROTECTION FLOOR PLAN BUILDING 3	•					
FIRE PROTECTION	BFP Fire Protection	F2.1A.0	MEZZANINE - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.1A.1	MEZZANINE - FIRE PROTECTION FLOOR PLAN BUILDING 1	•					
FIRE PROTECTION	BFP Fire Protection	F2.1A.3	MEZZANINE - FIRE PROTECTION FLOOR PLAN BUILDING 3	•					
FIRE PROTECTION	BFP Fire Protection	F2.2.0	LEVEL 2 - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.2.1	LEVEL 2 - FIRE PROTECTION FLOOR PLAN BUILDING 1	•					
FIRE PROTECTION	BFP Fire Protection	F2.2.2	LEVEL 2 - FIRE PROTECTION FLOOR PLAN BUILDING 2	•					
FIRE PROTECTION	BFP Fire Protection	F2.2.3	LEVEL 2 - FIRE PROTECTION FLOOR PLAN BUILDING 3	•					
FIRE PROTECTION	BFP Fire Protection	F2.3.0	LEVEL 3 - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.3.1	LEVEL 3 - FIRE PROTECTION FLOOR PLAN BUILDING 1	•					
FIRE PROTECTION	BFP Fire Protection	F2.3.2	LEVEL 3 - FIRE PROTECTION FLOOR PLAN BUILDING 2	•					
FIRE PROTECTION	BFP Fire Protection	F2.3.3	LEVEL 3 - FIRE PROTECTION FLOOR PLAN BUILDING 3	•					
FIRE PROTECTION	BFP Fire Protection	F2.4.0	LEVEL 4 - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.4.1	LEVEL 4 - FIRE PROTECTION FLOOR PLAN BUILDING 1	•					
FIRE PROTECTION	BFP Fire Protection	F2.4.2	LEVEL 4 - FIRE PROTECTION FLOOR PLAN BUILDING 2	•					
FIRE PROTECTION	BFP Fire Protection	F2.4.3	LEVEL 4 - FIRE PROTECTION FLOOR PLAN BUILDING 3	•					
FIRE PROTECTION	BFP Fire Protection	F2.5.0	LEVEL 5 - OVERALL FIRE PROTECTION FLOOR PLAN	•					

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FIRE PROTECTION	BFP Fire Protection	F2.5.1	LEVEL 5 - FIRE PROTECTION FLOOR PLAN BUILDING 1	•					
FIRE PROTECTION	BFP Fire Protection	F2.5.2	LEVEL 5 - FIRE PROTECTION FLOOR PLAN BUILDING 2	•					
FIRE PROTECTION	BFP Fire Protection	F2.5.3	LEVEL 5 - FIRE PROTECTION FLOOR PLAN BUILDING 3	•					
FIRE PROTECTION	BFP Fire Protection	F2.6.0	LEVEL 6 - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.6.2	LEVEL 6 - FIRE PROTECTION FLOOR PLAN BUILDING 2	•					
FIRE PROTECTION	BFP Fire Protection	F2.6.3	LEVEL 6 - FIRE PROTECTION FLOOR PLAN BUILDING 3	•					
FIRE PROTECTION	BFP Fire Protection	F2.7.0	LEVEL 7 - OVERALL FIRE PROTECTION FLOOR PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.7.3	LEVEL 7 - FIRE PROTECTION FLOOR PLAN BUILDING 3	•					
FIRE PROTECTION	BFP Fire Protection	F2.8.0	ROOF - OVERALL FIRE PROTECTION PLAN	•					
FIRE PROTECTION	BFP Fire Protection	F2.8.1	ROOF - FIRE PROTECTION PLAN BUILDING 1	•					
FIRE PROTECTION	BFP Fire Protection	F2.8.2	ROOF - FIRE PROTECTION PLAN BUILDING 2	•					
FIRE PROTECTION	BFP Fire Protection	F2.8.3	ROOF - FIRE PROTECTION PLAN BUILDING 3	•					
FIRE PROTECTION	BFP Fire Protection	F6.1.1	FIRE PROTECTION DETAILS	•					
FIRE PROTECTION	BFP Fire Protection	F6.1.2	FIRE PROTECTION DETAILS	•					
TECHNOLOGY	SFMI	T0.1	TECHNOLOGY LEAD SHEET	•					
TECHNOLOGY	SFMI	T2.1.1	TYPICAL TECHNOLOGY PLAN - BUILDING 1	•					
TECHNOLOGY	SFMI	T2.1.2	TYPICAL TECHNOLOGY PLAN - BUILDING 2	•					
TECHNOLOGY	SFMI	T2.1.3	TYPICAL TECHNOLOGY PLAN - BUILDING 3	•					
TECHNOLOGY	SFMI	T2.8.1	TECHNOLOGY ROOF PLAN - BUILDING 1	•					
TECHNOLOGY	SFMI	T2.8.2	TECHNOLOGY ROOF PLAN - BUILDING 2	•					
TECHNOLOGY	SFMI	T2.8.3	TECHNOLOGY ROOF PLAN - BUILDING 3	•					
TECHNOLOGY	SFMI	T4.1.1	TECHNOLOGY ENLARGED ROOM PLANS	•					
TECHNOLOGY	SFMI	T5.1.0	TECHNOLOGY RISER DIAGRAM	•					
TECHNOLOGY	SFMI	T6.1.1	TECHNOLOGY DETAILS	•					
VERTICAL TRANSPORTATION	Syska Hennessy Group, Inc	VT1.1	ELEVATORS 1-3 BASIS OF DESIGN BUILDING 1	•	•	•	•		•
VERTICAL TRANSPORTATION	Syska Hennessy Group, Inc	VT1.2	ELEVATORS 1-3 BASIS OF DESIGN BUILDING 2	•	•	•	•		•
VERTICAL TRANSPORTATION	Syska Hennessy Group, Inc	VT1.3	ELEVATORS 1-3 BASIS OF DESIGN BUILDING 3	•	•	•	•		•
VERTICAL TRANSPORTATION	Syska Hennessy Group, Inc	VT1.4	ELEVATOR 4 BASIS OF DESIGN BUILDING 1	•	•	•	•		•
VERTICAL TRANSPORTATION	Syska Hennessy Group, Inc	VT1.5	ELEVATOR 4 BASIS OF DESIGN BUILDING 2	•	•	•	•		•
VERTICAL TRANSPORTATION	Syska Hennessy Group, Inc	VT1.6	ELEVATOR 4 BASIS OF DESIGN BUILDING 3	•	•	•	•		•
VERTICAL TRANSPORTATION	Syska Hennessy Group, Inc	VT1.7	ELEVATORS 1-3 BASIS OF DESIGN PARKING STRUCTURE	•	•	•	•		•
VERTICAL TRANSPORTATION	Syska Hennessy Group, Inc	VT1.8	ELEVATORS 1-3 BASIS OF DESIGN PARKING STRUCTURE	•	•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK0.00	PARKING SUMMARY AND DRAWING INDEX		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P1.0	PARKING LEVEL 1 OVERALL STRIPING PLAN	•	•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P1.0.1S	PARKING LEVEL 1 - AREA 1S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P1.0.2S	PARKING LEVEL 1 - AREA 2S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P1.0.3S	PARKING LEVEL 1 - AREA 3S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P2.0	PARKING LEVEL 2 OVERALL STRIPING PLAN	•	•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P2.0.1S	PARKING LEVEL 2 - AREA 1S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P2.0.2S	PARKING LEVEL 2 - AREA 2S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P2.0.3S	PARKING LEVEL 2 - AREA 3S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P3.0	PARKING LEVEL 3 OVERALL STRIPING PLAN	•	•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P3.0.1S	PARKING LEVEL 3 - AREA 1S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P3.0.2S	PARKING LEVEL 3 - AREA 2S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P3.0.3S	PARKING LEVEL 3 - AREA 3S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P4.0	PARKING LEVEL 4 OVERALL STRIPING PLAN	•	•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P4.0.1S	PARKING LEVEL 4 - AREA 1S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P4.0.2S	PARKING LEVEL 4 - AREA 2S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK2.P4.0.3S	PARKING LEVEL 4 - AREA 3S STRIPING & SIGNAGE PLAN		•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK4.01	CONTROL LANES PLANS AND DETAILS	•	•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK10.01	STRIPING DETAILS	•	•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK10.02	SIGNS AND GRAPHIC SCHEDULE AND DETAILS	•	•	•	•		•
PARKING AND STRIPING	International Parking Design, Inc	PK10.03	SIGNS AND GRAPHIC SCHEDULE AND DETAILS		•	•	•		•

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WINDOW WASHING	Highline Consulting	BM 0.0	OVERALL SITE PLAN AND GENERAL NOTES		•	•	•		•
WINDOW WASHING	Highline Consulting	BM 1.0	ROOF - OVERALL FLOOR PLAN		•	•	•		•
WINDOW WASHING	Highline Consulting	BM 1.0.1N	ROOF PLAN - AREA 1N		•	•	•		•
WINDOW WASHING	Highline Consulting	BM 1.0.1S	ROOF PLAN - AREA 1S		•	•	•		•
WINDOW WASHING	Highline Consulting	BM 1.0.2N	ROOF PLAN - AREA 2N		•	•	•		•
WINDOW WASHING	Highline Consulting	BM 1.0.3N	ROOF PLAN - AREA 3N		•	•	•		•
WINDOW WASHING	Highline Consulting	BM 1.0.3S	ROOF PLAN - AREA 3S		•	•	•		•
WINDOW WASHING	Highline Consulting	BM 2.0	BUILDING 3 - EXTERIOR ELEVATIONS		•	•	•		•
WINDOW WASHING	Highline Consulting	BM 2.1	BUILDING 3 - EXTERIOR ELEVATIONS		•	•	•		•
WINDOW WASHING	Highline Consulting	BM 3.0	EBM SECTIONS		•	•	•		•
WINDOW WASHING	Highline Consulting	BM 3.1	EBM DETAILS		•	•	•		•
METHANE MITIGATION SYSTEM	Langan	MT1.01	SCHEMATIC METHANE MITIGATION SYSTEM CROSS SECTIONS PHASE 1D BUILDING				•		
METHANE MITIGATION SYSTEM	Langan	MT1.02	SCHEMATIC METHANE MITIGATION SYSTEM CROSS SECTIONS PHASE 1D BUILDING				•		
METHANE MITIGATION SYSTEM	Langan	MT1.03	METHANE MITIGATION SYSTEM SERVICE LEVEL PLANS PHASE 1D BUILDING				•		
METHANE MITIGATION SYSTEM	Langan	MT1.04	METHANE MITIGATION SYSTEM PARKING LEVEL 1 SUBSURFACE PLANS PHASE 1D BUILDING				•		
METHANE MITIGATION SYSTEM	Langan	MT1.05	METHANE MITIGATION SYSTEM PARKING LEVEL 1 DECK PLANS PHASE 1D BUILDING				•		
METHANE MITIGATION SYSTEM	Langan	MT1.06	METHANE MITIGATION SYSTEM BUILDING LOBBY LEVEL PLANS PHASE 1D BUILDING				•		
METHANE MITIGATION SYSTEM	Langan	MT2.01	METHANE MITIGATION SYSTEM DETAILS PHASE 1D BUILDING				•		
METHANE MITIGATION SYSTEM	Langan	MT2.02	METHANE MITIGATION SYSTEM DETAILS PHASE 1D BUILDING				•		
METHANE MITIGATION SYSTEM	Langan	MT2.03	METHANE MITIGATION SYSTEM NOTES PHASE 1D BUILDING				•		
METHANE MITIGATION SYSTEM	Langan	MT3.01	SCHEMATIC METHANE DETECTION SYSTEM PHASE ID BUILDING				•		

SCHEDULE 2 TO EXHIBIT B

DELIVERY CONDITION

1. Steel frame structure is in progress to the 3rd floor.
2. Level 1 concrete slab on grade will be complete.
3. Metal decking on level 2 will be complete to allow the MEP contractors to commence install of deck inserts and to layout sleeves and distribution.
4. Layout of all core rooms (electrical, telecom, restrooms, elevator shafts, etc) on levels 1 & 2 will commence.
5. Temporary, non-occupancy fire sprinkler risers and distribution will commence on levels 1 & 2.
6. Building stairs for egress and construction use will be in progress on levels 1 & 2.
7. OSHA compliant temporary stair towers and manlifts will be operational for construction personnel and egress.
8. Temporary power to support construction activities related to the Improvements.

SCHEDULE 3 TO EXHIBIT B

TENANT DELIVERABLES

1. Prior to Start of Construction

1.1. Approved Construction Drawings.
1.2. Approved Subcontractors List.
1.3. Copies of all executed Contracts with Contractor.
1.4. Construction Schedule.
1.5. Copies of Permits for Improvements, to the extent reasonably available.
1.6. Budget of Anticipated Costs, including a schedule of values for all hard construction costs.

2. Ongoing During Construction

2.1. Budget and Construction Schedule Revisions as they occur.
2.2. Change Orders as they occur.
2.3. Plan revisions as they occur.
2.4. Monthly Applications of Payment with reciprocal releases **when received**.
2.5. Monthly Architect's Field Report or Equivalent.
2.6. Monthly 4-week look ahead schedule.
2.7. Weekly meeting minutes.
2.8. Permit sign off card **when received**.
2.9. Temporary certificate of occupancy/certificate of occupancy **when received**.

3. Prior to Release of Any Funds Related to Hard Costs

3.1. Final Space Plans approved by both parties.
3.2. Construction Drawings approved by both parties.
3.3. Project Budget
3.4. Project Schedule.

4. Prior to Release of Final Payment

4.1. Signed off Inspection Card or Equivalent temporary certificate of occupancy.
4.2. Architect's Certificate of Substantial Completion.
4.3. Final Contractor Pay Application indicating 100% complete, 90% previously paid.
4.4. Physical inspection of the Premises by Landlord inspection team.
4.5. Unconditional Releases.
4.6. Final As-Builts.
4.7. Final Subcontractors List.
4.8. Warranties and Guarantees.
4.9. CAD Files.

EXHIBIT C

OYSTER POINT

NOTICE OF LEASE TERM DATES

To:

_____
_____
_____

Re: Lease dated _____, 20__ (the "**Lease**"), by and between _____, a _____ ("**Landlord**"), and _____, a _____ ("**Tenant**"), for _____ rentable square feet of space commonly known as Suite _____ (the "**Premises**"), located on the _____ (___) floor of that certain building located at _____, _____, _____ (the "**Building**").

Dear _____:

Notwithstanding any provision to the contrary contained in the Lease, this letter is to confirm and agree upon the following:

1. The Lease Term shall commence on or has commenced on _____ for a term of _____ ending on _____.

2. Rent commenced to accrue on _____, in the amount of _____.

3. Your rent checks should be made payable to _____ at _____.

4. The rentable square feet of the Premises are _____ and _____, respectively.

5. Tenant's Share of Direct Expenses with respect to the Premises is _____% of the Project.

6. Capitalized terms used herein that are defined in the Lease shall have the same meaning when used herein. Tenant confirms that the Lease has not been modified or altered except as set forth herein, and the Lease is in full force and effect. Landlord and Tenant acknowledge and agree that to each party's actual knowledge, neither party is in default or violation of any covenant, provision, obligation, agreement or condition in the Lease.

If the provisions of this letter correctly set forth our understanding, please so acknowledge by signing at the place provided below on the enclosed copy of this letter and returning the same to Landlord.

The parties hereto consent and agree that this letter may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this letter using electronic signature technology, by clicking "SIGN", such party is signing this letter electronically, and (2) the electronic signatures appearing on this letter shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

"Landlord":
KR OYSTER POINT I, LLC,
a Delaware limited liability company

By: Kilroy Realty, L.P.,
a Delaware limited partnership,
its Sole Member

By: Kilroy Realty Corporation,
a Maryland Corporation,
its General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Agreed to and Accepted
as of _____, 20__.

"**Tenant**":

_____,
a _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT D

OYSTER POINT

RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other tenants or occupants of the Project. In the event of any conflict between the Rules and Regulations and the other provisions of this Lease, the latter shall control.

1. Tenant shall not alter any lock or install any new or additional locks or bolts on any doors or windows of the Premises without obtaining Landlord's prior written consent. Tenant shall bear the cost of any lock changes or repairs required by Tenant. Upon the termination of this Lease, Tenant shall restore to Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, Tenant and in the event of the loss of keys so furnished, Tenant shall pay to Landlord the cost of replacing same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

2. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by Tenant on any part of the Premises or the Building without the prior written consent of the Landlord. Tenant shall not disturb, solicit, peddle, or canvass any occupant of the Project and shall cooperate with Landlord and its agents of Landlord to prevent same.

3. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees shall have caused same.

4. Tenant shall not throw anything out of doors, windows or skylights or down passageways.

5. Tenant shall not bring into or keep within the Project, the Building or the Premises any firearms, animals, birds, aquariums, or, except in areas designated by Landlord or as contemplated by the Permitted Use, bicycles or other vehicles.

6. No cooking shall be done or permitted on the Premises, nor shall the Premises be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes.

7. Tenant shall not occupy or permit any portion of the Premises to be occupied as an office for a messenger-type operation or dispatch office, public stenographer or typist, or for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau without the express prior written consent of Landlord. Tenant shall not engage or pay any employees on the Premises except those actually working for such tenant on the Premises nor advertise for laborers giving an address at the Premises.

8. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

9. No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in South San Francisco, California without violation of any law or ordinance governing such disposal. If the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Tenant, its agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith, at Tenant's expense, cause the Premises to be exterminated from time to time to the satisfaction of Landlord and shall employ such licensed exterminators as shall be approved in writing in advance by Landlord.

10. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by any governmental agency.

11. No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of Landlord, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlord standard drapes. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without the prior written consent of Landlord. Tenant shall be responsible for any damage to the window film on the exterior windows of the Premises and shall promptly repair any such damage at Tenant's sole cost and expense. Tenant shall keep its window coverings closed during any period of the day when the sun is shining directly on the windows of the Premises. Tenant shall abide by Landlord's regulations concerning the opening and closing of window coverings which are attached to the windows in the Premises, if any, which have a view of any interior portion of the Building or Building Common Areas.

12. Tenant must comply with requests by the Landlord concerning the informing of their employees of items of importance to the Landlord.

13. Tenant must comply with applicable "**NO-SMOKING**" ordinances and all related, similar or successor ordinances, rules, regulations or codes. If Tenant is required under the ordinance to adopt a written smoking policy, a copy of said policy shall be on file in the office of the Building. In addition, no smoking of any substance shall be permitted within the Project except in specifically designated outdoor areas. Within such designated outdoor areas, all remnants of consumed cigarettes and related paraphernalia shall be deposited in ash trays and/or waste receptacles. No cigarettes shall be extinguished and/or left on the ground or any other surface of the Project. Cigarettes shall be extinguished only in ashtrays. Furthermore, in no event shall Tenant, its employees or agents smoke tobacco products or other substances (x) within any interior areas of the Project, or (y) within two hundred feet (200') of the main entrance of the Building or the main entrance of any of the adjacent buildings, or (z) within seventy-five feet (75') of any other entryways into the Building.

14. No auction, liquidation, fire sale, going-out-of-business or bankruptcy sale shall be conducted in the Premises without the prior written consent of Landlord.

15. No tenant shall use or permit the use of any portion of the Premises for living quarters, sleeping apartments or lodging rooms.

16. Tenant shall install and maintain, at Tenant's sole cost and expense, an adequate, visibly marked and properly operational fire extinguisher next to any duplicating or photocopying machines or similar heat producing equipment, which may or may not contain combustible material, in the Premises.

Subject to Section 5.2 of this Lease, Landlord reserves the right at any time to change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant, nor prevent Landlord from thereafter enforcing any such Rules or Regulations against any or all tenants of the Project. Tenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

EXHIBIT E

OYSTER POINT

FORM OF TENANT'S ESTOPPEL CERTIFICATE

The undersigned as Tenant under that certain Lease (the "Lease") made and entered into as of _____, 20_ by and between _____ as Landlord, and the undersigned as Tenant, for Premises on the _____ floor(s) of the building located at _____, _____, California _____, certifies as follows:

1. Attached hereto as Exhibit A is a true and correct copy of the Lease and all amendments and modifications thereto. The documents contained in Exhibit A represent the entire agreement between the parties as to the Premises.

2. The undersigned currently occupies the Premises described in the Lease, the Lease Term commenced on _____, and the Lease Term expires on _____, and the undersigned has no option to terminate or cancel the Lease or to purchase all or any part of the Premises, the Building and/or the Project.

3. Base Rent became payable on _____.

4. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Exhibit A.

5. Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:

6. All monthly installments of Base Rent, all Additional Rent and all monthly installments of estimated Additional Rent have been paid when due through _____. The current monthly installment of Base Rent is $_____.

7. To the actual knowledge of Tenant, Landlord is not in default under the Lease. In addition, the undersigned has not delivered any notice to Landlord regarding a default by Landlord thereunder.

8. No rental has been paid more than one (1) month in advance and no security has been deposited with Landlord except as provided in the Lease.

9. To the actual knowledge of Tenant, as of the date hereof, there are no existing defenses or offsets, or claims or any basis for a claim, that Tenant has against Landlord.

10. If Tenant is a corporation or partnership, each individual executing this Estoppel Certificate 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 Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

11. There are no actions pending against the undersigned under the bankruptcy or similar laws of the United States or any state.

12. To Tenant's actual knowledge, all improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any improvement work have been paid in full.

As used herein, the term "to Tenant's actual knowledge" shall mean the actual knowledge of the individual responsible for the completion of tenant estoppel certificates at Tenant without the obligation to perform any research, investigation or due diligence.

The undersigned acknowledges that this Estoppel Certificate may be delivered to Landlord or to a prospective mortgagee or prospective purchaser, and acknowledges that said prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in making the loan or acquiring the property of which the Premises is a part and that receipt by it of this certificate is a condition of making such loan or acquiring such property. This Estoppel Certificate does not amend the Lease, impose new obligations or duties on the Tenant, increase any obligations or duties of the Tenant, or decrease any of its rights, under the Lease. In no event shall the issuance of this Estoppel Certificate subject Tenant to any liability whatsoever (other than to create an estoppel, subject to the conditions herein).

Executed at _____ on the ____ day of _____, 20_.

"Tenant":

_____,
a _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT F

OYSTER POINT
FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

_____
_____
_____
_____

(Space Above This Line is For the Recorder's Use Only)

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into as of _____, 2019, by and between KR OYSTER POINT I, LLC, a Delaware limited liability ("Landlord"), and CYTOKINETICS, INCORPORATED, a Delaware corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord owns that certain real property in the City of South San Francisco, San Mateo County, State of California, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property");

WHEREAS, Landlord and Tenant have entered into that certain unrecorded Office Lease dated as of the date hereof (the "Lease"), whereby Tenant leased from Landlord the building to be constructed at the Property, with an address of 350 Oyster Point Boulevard, South San Francisco, California being more particularly described in the Lease (the "Premises"); and

WHEREAS, Landlord and Tenant desire to evidence the Lease in the official records maintained by the City of South San Francisco, San Mateo County, State of California (the "Official Records") by this Memorandum.

NOW, THEREFORE, for good and sufficient consideration acknowledged in the Lease, Landlord has demised, leased and let unto Tenant the Premises, as follows:

1. **Defined Terms**. Initially capitalized terms used but not defined herein shall have the meanings set forth in the Lease.

2. **Term**. The Lease Term shall be approximately twelve (12) years from the Lease Commencement Date, as set forth in the Lease. Subject to the terms and conditions set forth in the Lease, Tenant has two (2) consecutive options to extend the Lease Term, each by a period of five (5) years.

3. **Purpose of Memorandum**. This Memorandum is subject to all conditions, terms and provisions of the Lease. This Memorandum has been executed for the purpose of recordation in order to give notice of the existence of the Lease, and is not intended, and shall not be construed, to define, limit, amend, modify or supplement the Lease. This Memorandum is not intended to be a summary of the Lease, nor shall any provisions of this Memorandum be used in interpreting the provisions of the Lease.

4. **Term of Memorandum**. Notwithstanding anything to the contrary contained herein or in the Lease, this Memorandum shall unconditionally, automatically and without the need for any further act or instrument signed or recorded by any person, expire and be terminated, released, and null and void and of no further force or effect upon the date on which a termination or release of this Memorandum is recorded in the Official Records (which termination or release may be executed solely by Tenant or its successors or assigns upon the expiration or earlier termination of the Lease).

5. **Right of First Offer**. Tenant has a right of first offer to lease Buildings 1 and 2 within the Property, as more particularly described in the Lease.

6. **Additional Documents**. Upon any termination of the Lease, Landlord and Tenant agree to execute and deliver such documents as are reasonably required and are reasonable approved by the parties to terminate and release this Memorandum of record.

7. **Conflict**. In the event of a conflict between the terms of the Lease and this Memorandum, the Lease shall prevail. Reference should be made to the Lease for a more detailed description of all matters

8. **Counterparts**. This Memorandum may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum effective as of the date first written above.

"LANDLORD":

KR OYSTER POINT I, LLC,
a Delaware limited liability company

By: Kilroy Realty, L.P.,
a Delaware limited partnership,
its Sole Member

By: Kilroy Realty Corporation,
a Maryland Corporation,
its General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"TENANT":

CYTOKINETICS, INCORPORATED,
a Delaware corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

[ATTACH NOTARY PAGES AND LEGAL DESCRIPTION]

EXHIBIT G

OYSTER POINT

FORM OF ENVIRONMENTAL QUESTIONNAIRE

ENVIRONMENTAL QUESTIONNAIRE
FOR COMMERCIAL AND INDUSTRIAL PROPERTIES

Property Name: _____

Property Address: _____

Instructions: The following questionnaire is to be completed by the Lessee representative with knowledge of the planned operations for the specified building/location. Please print clearly and attach additional sheets as necessary.

1.0 PROCESS INFORMATION

Describe planned use, and include brief description of manufacturing processes employed.

_____

_____

_____

2.0 HAZARDOUS MATERIALS

Are hazardous materials used or stored? If so, continue with the next question. If not, go to Section 3.0.

2.1 Are any of the following materials handled on the Property? Yes ☐ No ☐

(A material is handled if it is used, generated, processed, produced, packaged, treated, stored, emitted, discharged, or disposed.) If so, complete this section. If this question is not applicable, skip this section and go on to Section 5.0.

☐ Explosives	☐ Fuels	☐ Oils
☐ Solvents	☐ Oxidizers	☐ Organics/Inorganics
☐ Acids	☐ Bases	☐ Pesticides
☐ Gases	☐ PCBs	☐ Radioactive Materials
☐ Other (please specify)		

22. If any of the groups of materials checked in Section 2.1, please list the specific material(s), use(s), and quantity of each chemical used or stored on the site in the Table below. If convenient, you may substitute a chemical inventory and list the uses of each of the chemicals in each category separately.

Material	Physical State (Solid, Liquid, or Gas)	Usage	Container Size	Number of Containers	Total Quantity

23. Describe the planned storage area location(s) for these materials. Please include site maps and drawings as appropriate.

_____

_____

_____

3.0 HAZARDOUS WASTES

Are hazardous wastes generated? Yes ☐ No ☐

If yes, continue with the next question. If not, skip this section and go to section 4.0.

3.1 Are any of the following wastes generated, handled, or disposed of (where applicable) on the Property?

☐ Hazardous wastes ☐ Industrial Wastewater
☐ Waste oils ☐ PCBs
☐ Air emissions ☐ Sludges
☐ Regulated Wastes ☐ Other (please specify)

32. List and quantify the materials identified in Question 3-1 of this section.

WASTE GENERATED	RCRA listed Waste?	SOURCE	APPROXIMATE MONTHLY QUANTITY	WASTE CHARACTERIZATION	DISPOSITION

33. Please include name, location, and permit number (e.g. EPA ID No.) for transporter and disposal facility, if applicable). Attach separate pages as necessary.

Transporter/Disposal Facility Name	Facility Location	Transporter (T) or Disposal (D) Facility	Permit Number

34. Are pollution controls or monitoring employed in the process to prevent or minimize the release of wastes into the environment?Yes ☐ No ☐

35. If so, please describe.

_____

_____

_____

4.0 USTS/ASTS

4.1 Are underground storage tanks (USTs), aboveground storage tanks (ASTs), or associated pipelines used for the storage of petroleum products, chemicals, or liquid wastes present on site (lease renewals) or required for planned operations (new tenants)? Yes___No___

If not, continue with section 5.0. If yes, please describe capacity, contents, age, type of the USTs or ASTs, as well any associated leak detection/spill prevention measures. Please attach additional pages if necessary.

Capacity	Contents	Year Installed	Type (Steel, Fiberglass, etc)	Associated Leak Detection / Spill Prevention Measures*

*Note: The following are examples of leak detection / spill prevention measures:

Integrity testing Inventory reconciliation Leak detection system
Overfill spill protection Secondary containment Cathodic protection

42. Please provide copies of written tank integrity test results and/or monitoring documentation, if available.

43. Is the UST/AST registered and permitted with the appropriate regulatory agencies? Yes ☐ No ☐
If so, please attach a copy of the required permits.

44. If this Questionnaire is being completed for a lease renewal, and if any of the USTs/ASTs have leaked, please state the substance released, the media(s) impacted (e.g., soil, water, asphalt, etc.), the actions taken, and all remedial responses to the incident.

_____

_____

_____

45. If this Questionnaire is being completed for a lease renewal, have USTs/ASTs been removed from the Property? Yes ☐ No ☐

If yes, please provide any official closure letters or reports and supporting documentation (e.g., analytical test results, remediation report results, etc.).

46. For Lease renewals, are there any above or below ground pipelines on site used to transfer chemicals or wastes? Yes ☐ No ☐

For new tenants, are installations of this type required for the planned operations?

Yes ☐ No ☐

If yes to either question, please describe.

_____

_____

_____

5.0 ASBESTOS CONTAINING BUILDING MATERIALS

Please be advised that an asbestos survey may have been performed at the Property. If provided, please review the information that identifies the locations of known asbestos containing material or presumed asbestos containing material. All personnel and appropriate subcontractors should be notified of the presence of these materials, and informed not to disturb these materials. Any activity that involves the disturbance or removal of these materials must be done by an appropriately trained individual/contractor.

6.0 REGULATORY

61. Does the operation have or require a National Pollutant Discharge Elimination System (NPDES) or equivalent permit? Yes ☐ No ☐
If so, please attach a copy of this permit.

62. Has a Hazardous Materials Business Plan been developed for the site?Yes ☐ No ☐
If so, please attach a copy.

CERTIFICATION

I am familiar with the real property described in this questionnaire. By signing below, I represent and warrant that the answers to the above questions are complete and accurate to the best of my knowledge. I also understand that Lessor will rely on the completeness and accuracy of my answers in assessing any environmental liability risks associated with the property.

Signature: _____

Name: _____

Title: _____

Date: _____

Telephone: _____

EXHIBIT H

OYSTER POINT

MARKET RENT DETERMINATION FACTORS

When determining Market Rent, the following rules and instructions shall be followed.

1. **RELEVANT FACTORS**. The "**Market Rent**," as used in this Lease, shall be derived from an analysis (as such derivation and analysis are set forth in this **Exhibit H**) of the "Net Equivalent Lease Rates," of the "Comparable Transactions" (as that term is defined below). The Market Rent, as used in this Lease, shall be equal to the annual rent per rentable square foot, at which tenants, are, pursuant to transactions consummated within twelve (12) months prior to the commencement of the Option Term, provided that timing adjustments shall be made to reflect any changes in the Market Rent following the date of any particular Comparable Transaction up to the date of the commencement of the applicable Option Term, leasing non-sublease, non-encumbered space comparable in location and quality to the Premises containing a square footage comparable to that of the Premises for a term of between and including five (5) years and ten (10) years (provided that, prior to analyzing the same on a "Net Equivalent Lease Rate" basis, the economic terms of any transaction longer than five (5) years shall be reasonably adjusted, if necessary, in accordance with normal and customary office building industry practices, in order to compare such longer transaction to a five (5) year transaction), in an arm's-length transaction, which comparable space is located in "Comparable Buildings" (transactions satisfying the foregoing criteria shall be known as the "**Comparable Transactions**"). The terms of the Comparable Transactions shall be calculated as a "Net Equivalent Lease Rate" pursuant to the terms of this **Exhibit H**, and shall take into consideration only the following terms and concessions: (i) the rental rate and escalations for the Comparable Transactions taking into account the amenities included in such Comparable Transactions, such as usage rights with respect to unique amenities, common areas, parking rights, and signage rights, compared with the amenities included under this Lease, (ii) the amount of parking rent per parking permit paid in the Comparable Transactions, if any, (iii) operating expense and tax protection granted in such Comparable Transactions such as a base year or expense stop (although for each such Comparable Transaction the base rent shall be adjusted to a triple net base rent using reasonable estimates of operating expenses and taxes as determined by Landlord for each such Comparable Transaction); (iv) any free rent period or rental abatement concessions to be provided to Tenant in connection with the Option Term as compared to the free rent period and rental abatement concessions, if any, being granted such tenants in connection with such comparable space, (v) any "Renewal Allowance," as defined herein below, to be provided by Landlord in connection with the Option Term as compared to the improvements or allowances provided or to be provided in the Comparable Transactions, taking into account the contributory value of the existing improvements in the Premises, such value to be based upon the age, design, quality of finishes, and layout of the existing improvements and the value of such existing improvements to be used by a general lab user, and (vi) all other monetary concessions (including the value of any signage), if any, being granted such tenants in connection with such Comparable Transactions. Notwithstanding any contrary provision hereof, in determining the Market Rent, no consideration shall be given to any period of rental abatement, if any, granted to tenants in Comparable Transactions in connection with the design, permitting and construction of improvements. The Market Rent shall include adjustment of the stated size of the Premises based upon the standards of measurement utilized in the Comparable Transactions.

2. **TENANT SECURITY**. The Market Rent shall additionally include a determination as to whether, and if so to what extent, Tenant must provide Landlord with financial security, such as an enhanced security deposit, a letter of credit or guaranty, for Tenant's Rent obligations during the Option Term. Such determination shall be made by reviewing the extent of financial security then generally being imposed in Comparable Transactions from tenants of comparable financial condition and credit history to the then existing financial condition and credit history of Tenant (with appropriate adjustments to account for differences in the then-existing financial condition of Tenant and such other tenants, and giving reasonable consideration to Tenant's prior performance history during the Lease Term).

3. **RENEWAL IMPROVEMENT ALLOWANCE**. Notwithstanding anything to the contrary set forth in this **Exhibit H**, once the Market Rent for the Option Term is determined as a Net Equivalent Lease Rate, if, in connection with such determination, it is deemed that Tenant is entitled to an improvement or comparable allowance for the improvement of the Premises, (the total dollar value of such allowance shall be referred to herein as the "**Renewal Allowance**"), Landlord shall pay the Renewal Allowance to Tenant pursuant to a commercially reasonable disbursement procedure determined by Landlord and the terms of Article 8 of this Lease, and, as set forth in Section 5, below, of this **Exhibit H**, the rental rate component of the Market Rent shall be increased to be a rental rate which takes into consideration that Tenant will receive payment of such Renewal Allowance and, accordingly, such payment with interest shall be factored into the base rent component of the Market Rent.

4. **COMPARABLE BUILDINGS**. For purposes of this Lease, the term "**Comparable Buildings**" shall mean first-class multi-tenant or single-tenant occupancy buildings which are comparable to the Building in terms of age (based upon the completion of construction after 2017), quality of construction, including Class A steel-frame, level of services and amenities (including, but not limited to, the type (e.g., surface, covered, subterranean) and amount of parking), proximity to waterfront, size and appearance, and are located in the "**Comparable Area,**" which is the City of South San Francisco.

5. **METHODOLOGY FOR REVIEWING AND COMPARING THE COMPARABLE TRANSACTIONS**. For purposes of this Section 5, the term "Comparable Transactions" shall include any proposed transactions with third parties for the First Offer Space (pursuant to Section 1.3 of this Lease) and for the Phase 2 First Offer Space (pursuant to Section 1.4 of this Lease). In order to analyze the Comparable Transactions based on the factors to be considered in calculating Market Rent, and given that the Comparable Transactions may vary in terms of length of term, rental rate, concessions, etc., the following steps shall be taken into consideration to "adjust" the objective data from each of the Comparable Transactions. By taking this approach, a "Net Equivalent Lease Rate" for each of the Comparable Transactions shall be determined using the following steps to adjust the Comparable Transactions, which will allow for an "apples to apples" comparison of the Comparable Transactions.

5.1. The contractual rent payments for each of the Comparable Transactions should be arrayed monthly or annually over the lease term. All Comparable Transactions should be adjusted to simulate a net rent structure, wherein the tenant is responsible for the payment of all property operating expenses in a manner consistent with this Lease. This results in the estimate of Net Equivalent Rent received by each landlord for each Comparable Transaction being expressed as a periodic net rent payment.

5.2 Any free rent or similar inducements received over time should be deducted in the time period in which they occur, resulting in the net cash flow arrayed over the lease term.

5.3 The resultant net cash flow from the lease should then be discounted (using an 8% annual discount rate) to the lease commencement date, resulting in a net present value estimate.

5.4 From the net present value, up front inducements (improvements allowances and other concessions) should be deducted. These items should be deducted directly, on a "dollar for dollar" basis, without discounting since they are typically incurred at lease commencement, while rent (which is discounted) is a future receipt.

5.5 The net present value should then be amortized back over the lease term as a level monthly or annual net rent payment using the same annual discount rate of 8.0% used in the present value analysis. This calculation will result in a hypothetical level or even payment over the option period, termed the "Net Equivalent Lease Rate" (or constant equivalent in general financial terms).

6. **USE OF NET EQUIVALENT LEASE RATES FOR COMPARABLE TRANSACTIONS**. The Net Equivalent Lease Rates for the Comparable Transactions shall then be used to reconcile, in a manner usual and customary for a real estate appraisal process, to a conclusion of Market Rent which shall be stated as a "NNN" lease rate applicable to each year of the Option Term.

EXHIBIT I

OYSTER POINT

ENGINEERING STAFF REQUIREMENTS

Chief Engineer:

The chief engineer (or person, regardless of title, with a similar function) shall have not less than eight (8) years' Experience as a chief engineer (or similar function).

Engineering Staff:

The operating engineer and utility technician shall each have appropriate Experience, and maintain appropriate licenses.

LIST OF QUALIFICATIONS OF SERVICE PROVIDERS AND AGREEMENTS

For purposes hereof, the term "**Experience**" shall mean experience in first (1st) class single-tenant life-sciences buildings which are comparable to the Building in terms of age (based upon the date of completion of construction or major renovation), quality of construction, level of services, amenities and size.

1. **General Qualifications**. Tenant shall enter into and maintain Service Agreements with reputable, certified (if certification in such service area is required) and professionally licensed, if applicable, service vendors and/or providers (each a "**Service Provider**" and collectively, the "**Service Providers**") with a proven work history and who are demonstrably qualified to perform the applicable services, repair and maintenance work described in the repair, maintenance and improvement specifications set forth in **Exhibit J**, and the terms and conditions of such Service Agreements shall require each Service Provider's compliance with the such applicable specifications.

2. **Levels of Experience for Other Building Systems**. The 'lead' on-site employee for those Service Providers providing service, repair and/or maintenance for the Building Systems shall (i) have appropriate Experience, in Tenant's reasonable judgment for the position held and the services to be performed; and (ii) have obtained all licenses and certifications (if available) that are (a) required by any governmental or quasi-governmental authority having jurisdiction over the Project, or (b) generally requested by landlords of Comparable Buildings.

Any engineer or Service Provider used by Landlord (or Landlord's affiliates) for the provisions of the same services that Tenant seeks to retain the engineer or Service Provider to provide is deemed to satisfy the requirements of this **Exhibit I**.

Landlord and Tenant shall periodically review and reasonably adjust the foregoing specifications so as to ensure compliance with the Management Standard while allowing Tenant the flexibility to effectively manage and maintain the Building.

EXHIBIT J

OYSTER POINT

REPAIR, MAINTENANCE AND IMPROVEMENT SPECIFICATIONS

1. **FIRE/LIFE/SAFETY**.

General Standards. Tenant shall cause all fire/life/safety equipment to be inspected quarterly, arrange for annual testing and maintenance of such equipment, and have equipment maintenance records available for Landlord's review.

Quarterly Maintenance. Tenant shall ensure that an inspection is conducted at least quarterly of all exit and emergency lights and a 30-second functional test be conducted on all battery powered fixtures. If deficiencies are noted, immediate corrective action must be taken. Personnel making inspections must keep records of all units inspected, including those found to require corrective action. The inspection must include at least the following.

Test the integrity of the lamp and battery through test button for 30 seconds.

Check each light for physical damage.

Align beams and tighten if necessary.

Check AC and charge lamps if applicable.

Replace burnt out bulbs.

Annual Maintenance. All battery powered exit and emergency lights must be maintained at least annually in accordance with applicable code requirements and the manufacturer's directions, and must include a full function test on every battery powered exit and emergency lighting system. Equipment shall be fully operational for the duration of the test. Steps include, but are not limited to the following.

90 Minute full function test.

Disconnect AC power supply to each unit.

Check battery and lens for sulfation/corrosion.

Clean unit and lens.

Adjust beam for proper alignment.

Check charging system voltage.

Check battery voltage output.

Troubleshooting/repair, which may include, but is not limited to, checking charging system voltage and adjusting to correct level, checking battery output voltage and checking line voltage to remote fixtures.

Recordkeeping. Tenant or its Service Providers shall keep written records of all inspections and tests for review by Landlord and/or any governmental or quasi-governmental authority having jurisdiction over the Building.

Removal and Disposition of Old Batteries. Tenant shall ensure that all discarded batteries are disposed of in an appropriate manner, and in keeping with Applicable Laws and regulations dealing with rechargeable batteries.

2. **HVAC and MEP SYSTEMS**. Tenant shall cause the performance of the following services and maintenance specification in connection with the Building's HVAC and mechanical, electrical and plumbing systems.

Tenant shall employ a staff or Service Provider which shall operate, monitor and maintain in good working order and condition, the HVAC, plumbing and electrical systems, and all other equipment related to the mechanical and electrical plant of the building.

Tenant shall engage contractors when required and shall purchase replacement parts and equipment all, at Tenant's expense.

Develop and maintain in operation, a program for preventative maintenance of the mechanical equipment in the building, which program shall include, without limitation, the annual servicing of all HVAC chillers.

Establish a program of inventory control for replacement parts, supplies, removable tools and equipment.

Prepare, maintain and regularly review logs having to do with the service, repair and operation of the mechanical systems of the Building.

Develop and implement a comprehensive program of preventive maintenance for the mechanical and electrical equipment contained on the site, which program shall include, without limitation, (i) servicing (as needed) and annual maintenance of all earthquake motion devices (accelograph) located within the Building; (ii) annual infrared testing of all electrical panels and busses contained with the Building; (iii) annual (but more frequently if needed) inspections of the Building's swingstage and davit systems; and (iv) annual testing and maintenance of the Building's automatic transfer switches.

Provide Landlord access to daily engineering logs, periodic management reports and preventive maintenance schedules.

Establish and Maintain a maintenance library to include equipment manufacturer owner/operation manuals, maintenance manuals, operating logs and similar compilations of information pertaining to the site and its equipment.

Develop and implement a comprehensive engineering personnel training program addressing: Safety at the Workplace, Preventive Maintenance, Agency Compliance and Quality Customer Service.

Prepare and provide Landlord with periodic reports on energy consumption and analysis.

3. **ELEVATOR**. Tenant shall cause the elevators to be maintained in compliance with the following standards.

Motor Rooms. The motor room and secondary space floors and equipment are to be painted, kept free of dust, lint, oil residue, carbon dust and debris. Code authorities prohibit the storage of equipment and parts not relative to the operation and maintenance of the elevators in the motor rooms. Spare parts, lubricants and wiring diagrams will be kept orderly in storage cabinets. Metal rag pails with covers will be provided for the storage of clean rags only. All waste materials will be removed from the area immediately and disposed of properly. Up to date maintenance charts, callback logs, job stamps and material safety data sheets will be readily accessible. All chemicals must be properly labeled. Equipment rooms shall be locked to prevent unauthorized access.

Hoistway, Pit and Car Tops. These areas must be kept free of debris and accumulation or storage of materials such as parts, lubricants, etc. Pits shall be maintained in a reasonably dry condition as directed by code authorities. Oil spills shall be cleaned up immediately. All covers shall be secured in place.

Cab Enclosure. All covers and accessory boxes shall be secured in place and if lockable, locked at all times. All fastenings and screws will be secured and tightened. Missing screws shall be replaced. Car operating panels, indicators and markings shall be maintained as installed.

Safety Requirement. Safety awareness is of the utmost importance. Barricades, proper tools and safety equipment shall be used to minimize risk or exposure to danger to employees and the public. Under no circumstances shall work be performed in unbarricaded open hoistways. If continuous work is being performed, hoistway doors shall be closed when the immediate area is unattended.

Strict adherence to applicable lockout/tagout procedures shall be enforced.

All safety devices and circuits shall operate as intended. They shall not be overridden and must operate in compliance with applicable codes. Unsafe equipment or conditions will be corrected or reported to Landlord immediately. Under no circumstances shall unsafe equipment be put into operation. Periodic checks shall be performed to ensure the proper operation of all safety devices.

Lighting in the work areas shall be sufficient so as not to endanger maintenance personnel. Unique or adverse job conditions and deviation from applicable codes with respect to the elevator spaces or work areas shall be documented and discussed with Landlord. Environmental conditions must be suitable for the safe operation of equipment by the public and Tenant employees.

Adjustments to the operating systems, which may affect the safety of passengers, shall not be made while the passengers have access to riding the elevators. Doors should be disabled and/or barricades affixed to prevent use during adjustment.

Door Operation. Doors shall be smooth, quiet and positive without noticeable bumps. Car and hall door rollers and gibs shall be replaced and hanger tracks cleaned when required. Upthrusts shall be adjusted and door alignment checked periodically to ensure proper operation and adherence to code clearance requirements. Consistent operation shall be maintained from floor to floor and with similar cars within a group. The doors will be maintained per the speed, force and time adjustments specified by the manufacturer or enforced by the local code authority. An annual check of horizontal power operated doors shall be made to ensure that the force necessary to prevent the closing of the doors does not exceed 30 pounds. Particular attention shall be paid to reopening features and safety devices such as door open buttons, safety edges, photocells, detector edges, nudging and other related features, which shall be maintained as installed and checked during each visit to the site. Door pre-opening shall be eliminated when possible.

Signals. Hall stations, lobby panels, car operating panels, machine room panels, and special feature fixtures such as concealed risers shall be maintained in good operating condition with all markings intact. Lamps, gongs, chimes, etc. shall operate as designed. Emergency communications devices shall be checked as required by applicable codes. Any failures or malfunctions must be reported or corrected.

Car Ride. Ride quality must not include a condition of excessive sway and rattle, door shimmy, hoistway noises nor any other unusual conditions experienced within the cab during transit. The car ride shall be consistent and where applicable, smooth. Inherent noise generated by elevator equipment shall be maintained within normal limits and corrected accordingly when the noise level exceeds such limits.

Floor leveling accuracy must be checked regularly and adjustments made to guarantee the optimum floor level. Unusual conditions or intermittent failures shall be corrected immediately. The condition of speed control devices shall be checked periodically to ensure proper operation. Under no circumstances shall a car be allowed to operate with a potential tripping hazard.

Hoist Machines. The hoist machine, rotating equipment and hydraulic power units shall be kept clean and painted for ease of maintenance and housekeeping. Leaks shall be properly sealed when detected. Cables shall be free of lint and heavy accumulation of dirt, and shall be lubricated at recommended intervals. Brush rigging and windings shall be free of carbon dust, oil and dirt and proper brush tension maintained. Carbon brushes shall be replaced after no more than 50% wear with the proper grade brush. Brush grade and manufacturers products shall not be mixed. Oil levels, seals, tension and adjustments shall be maintained to ensure safe, reliable operation. Brakes shall be systematically inspected for proper operation. Periodically the brake pins shall be rotated to make sure they are free from binds. All components shall be maintained in accordance with the manufacturer's recommended maintenance guidelines at the prescribed intervals.

Controllers and Other Equipment. Controllers, selectors, governors and other operational apparatus shall be kept clean, properly lubricated and adjusted as required. Relays and contactors shall be kept clean and operating without excessive arc. All electrical connections shall be tight, taped and tagged when not in use. Coils, contacts, relays and resistors showing signs of deterioration shall be repaired or replaced. Controller filters and fans if provided shall be repaired or replaced as necessary. Care shall be exercised when handling printed circuit boards. Proper grounding is necessary when handling some versions of solid state devices. All modes, programs and operations such as loadweighing, dispatching, etc., shall be maintained as manufactured.

Maintenance Contract. Tenant shall retain a reputable elevator service company to conduct, at a minimum, the following services.

Each Visit By Vendor. Vendor Shall perform the following services upon each visit to the Building.

- Check in with Tenant and note and correct all complaints.
- Ride all cars and check for unusual operation and noises. Pay particular attention to door operation and leveling. Doors should be smooth, quiet and positive, without noticeable bumps. Correct any malfunctions observed.
- Replace/repair non-functional signal devices.
- Check emergency communications devices.
- Check door protection devices. Correct any malfunctions.
- Have Tenant (or its Agent) sign the service ticket when complete with all work.

Monthly by Vendor. Vendor Shall perform the following services on a monthly basis.

3.1.1.1 Check hoist motor, generator brushes, commutators and exercise brushes. Clean carbon residue from brush rigging. Renew brushes as required. (50% maximum wear).

3.1.1.2 Check hoist motor and generator sleeve bearings. Lubricate as required. Observe clearance between rotor and bottom stator field pieces.

3.1.1.3 Check hoist machine worm gear oil for proper level. Add lubricant as required. Most geared machines have standpipes to gauge gear oil level, however the level should be no higher than the center point of the worm shaft. Confirm that oil is carrying in both directions on the ring gear. Clean up oil residue around machine and bedplate.

Quarterly by Vendor. Vendor Shall perform the following services on a quarterly basis.

3.1.1.4 Inspect car door operator. Adjust belts and/or chains as necessary. Apply lubricant to phenolic or micarta cams.

3.1.1.5 Inspect and clean car gate switch, main landing door and interlock contacts. Adjust as required. Maintain code requirements for settings.

3.1.1.6 Clean car top and car top devices.

3.1.1.7 Inspect leveling units.

3.1.1.8 Clean, adjust and lubricate car and main landing door hangers and tracks. Check and adjust upthrusts. Inspect door alignment and adjust as required.

3.1.1.9 Clean, adjust and lubricate car door clutch or bayonet assembly.

3.1.1.10 Dust debris from mechanism located on hoistway side of car and main landing doors and sills.

3.1.1.11 Clean pit and pit equipment. Report any abnormal conditions such as the presence of water.

3.1.1.12 Inspect, clean and lubricate governor and selector tail sheaves if provided.

3.1.1.13 Lubricate car and counterweight guide rails if slipper shoes are provided. Pull mainline disconnect switch. Inspect and clean controller. Check power and supervisory relays, shunts and contacts. Operate each relay manually and check for contact wipe and binding. Replace any contact, shunt, spring or spring retainer, which shows indications of excessive wear. Replace controller filters. Check operation of muffin fans if provided.

3.1.1.14 Clean and lubricate selector chains, guides, drums and couplings if provided. Clean carbon dust accumulation from crossbars. Replace carbons, contacts and switches as required. Inspect broken tape switch. Check and fill selector drive gearbox with gear oil if provided. Clean and wipe up excess oil and grease.

3.1.1.15 Clean and inspect governor. Lubricate as required. Manually extend weights and check for free movement.

3.1.1.16 Check brake arms and rotate pins. Lubricate and check for freeness. Verify that brake sets and holds car at floor. Inspect brake drum for signs of abrasion. Clean foreign debris that may be present.

3.1.1.17 Clean and lubricate selector chains, guides, drums and couplings. Clean carbon dust accumulation from crossbars. Replace carbons, contacts and switches as required. Inspect broken tape switch. Check and fill selector drive gearbox with gear oil. Clean and wipe excess oil and grease.

3.1.1.18 Check compensating chain and hitches.

3.1.1.19 Lubricate cup-type sheave bearings.

Semi-Annually by Vendor. Vendor Shall perform the following services on a semi-annual basis.

3.1.1.20 Inspect car and counterweight guide shoes or roller guides. Lubricate as required.

3.1.1.21 Grease roller bearings.

3.1.1.22 Inspect and clean counterweight rope fastenings, hitch springs and cotter pins.

3.1.1.23 Check car operating panel controls and switches. Clean and lubricate as required. Dust out panel box.

Annually by Vendor. Vendor Shall perform the following services on a annual basis

3.1.1.24 Clean hoistway.

3.1.1.25 Clean, lubricate and adjust hoistway door equipment. Burnish door interlock contacts and shorting bars. Replace worn parts as necessary.

3.1.1.26 Vacuum and clean the car safety mechanism. Operate moveable parts and ascertain that they move freely.

3.1.1.27 Change oil in sleeve bearings.

3.1.1.28 Clean and lubricate the deflector and secondary sheaves. Check grooves for wear. Report abnormal conditions.

3.1.1.29 Clean and lubricate the car and counterweight 2:1 sheaves. Check grooves for wear. Report abnormal conditions.

3.1.1.30 Clean, examine and lubricate compensating sheave. Check switch setting and tie-down mechanism.

3.1.1.31 Inspect car and counterweight oil buffers. Check for proper oil level. Actuate switches and reset.

3.1.1.32 Check car and counterweight run-by.

3.1.1.33 Check for abrasions or wear on traveling cables.

3.1.1.34 Inspect cab enclosure steadying devices.

3.1.1.35 Check and adjust car door pressure and speed. Log on maintenance chart.

3.1.1.36 Check car and main landing door gibs. Replace if worn.

3.1.1.37 Lubricate hoist ropes.

3.1.1.38 Blowout/vacuum hoist motor and motor generator.

3.1.1.39 Tighten mainline connections and check fuse sizing. Replace any fuses that appear damaged or unmarked.

3.1.1.40 Clean and check controller fuses and fuse holders. Ascertain that the proper fuse is installed. Replace any fuses that appear damaged or unmarked.

3.1.1.41 Test emergency power system.

3.1.1.42 Test earthquake device.

3.1.1.43 Activate Firemen's Return.

3.1.1.44 Perform other tests required by local code authorities.

4. **LIGHTING**.

Scheduled Maintenance Services.

Replace failed lamps.

Replace failed ballasts.

Replace failed sockets / lampholders.

Repair defective wiring within fixture.

5. **ROOF**.

Tenant shall develop and implement a comprehensive program of preventive maintenance for the roof (including the roof membrane) of the Building, which program shall include, at a minimum, annual preventive maintenance and repairs (which shall be provided more frequently if necessary) and semi-annual testing and inspection.

6. **EMERGENCY GENERATOR**. Tenant shall engage a Service Provider for the regular maintenance (as needed) and annual servicing of the emergency generator(s) (if any) located at the Building and schedules for regular testing and inspection.

7. **EXTERIOR WINDOW WASHING**. Tenant shall engage a Service Provider for at least annual exterior window cleaning services and annual interior window cleaning services (if the same is not already provided by Tenant's janitorial service provider).

8. **PERIODIC REVIEW**. Landlord and Tenant shall periodically review and reasonably adjust the foregoing specifications so as to ensure compliance with the Management Standard while allowing Tenant the flexibility to effectively manage and maintain the Building.

EXHIBIT K

EXISTING UNDERLYING DOCUMENTS

The following are only applicable to the extent in existence as of the date of this Lease.

1. Disposition and Development Agreement dated March 23, 2011 (the "DDA"), by and between the Redevelopment Agency of the City of South San Francisco (currently, the Successor Agency to the former South San Francisco Redevelopment Agency, "Agency"), Oyster Point Ventures, LLC ("OPV") and City, which was subsequently assigned by OPV to Oyster Point Development, LLC ("Developer") on or about August 17, 2016.

2. Development Agreement dated March 23, 2011 (the "**DA**"), by and between City and OPV, which was subsequently assigned by OPV to Developer on or about August 17, 2016.

3. Terms, conditions and provisions in Permit No. 4-82, dated June 21, 1982, issued by the San Francisco Bay Conservation and Development Commission to Richard Diodati, recorded September 14, 1982, Series No. 82078523, San Mateo County Records. As amended by amendment to Permit Number 4-82(B) and terms and conditions contained therein, dated January 25, 1989, recorded February 8, 1989, Instrument No. 89017808, Official Records. Together with an agreement imposing restrictions and easements of the use of real property, dated July 22, 1987, executed by Rich Diodati and between San Francisco Bay Conservation and Development Commission, recorded July 22, 1987, Instrument No. 87114139, Official Records. executed by Martha Diodati and Richard Diodati, and between the San Francisco Bay Conservation and Development Commission, recorded January 26, 1990, Instrument No. 90012360, Official Records. As amended by agreement amending Permit No. 4-82 (B) recorded October 16, 1992, Instrument No. 92169322, Official Records. Amendment recorded January 8, 2003, Instrument No. 2003-5277, Official Records. Amendment recorded January 8, 2003, Instrument No. 2003-5278, Official Records. Amendment recorded July 24, 2003, Instrument No. 2003-205194, Official Records.

Exhibit 31.1

CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 (a) OF THE SARBANES-OXLEY ACT OF 2002

I, Robert I. Blum, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cytokinetics, Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in the Exchange Act Rules 13a-15 (f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 1, 2019

By: /s/ Robert I. Blum
Robert I. Blum
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 (a) OF THE SARBANES-OXLEY ACT OF 2002

I, Ching Jaw, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cytokinetics, Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in the Exchange Act Rules 13a-15 (f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 1, 2019

By: /s/ Ching Jaw
Ching Jaw
Senior Vice President, Chief Financial Officer
(Principal Financial Officer)

Exhibit 31.3

CERTIFICATION OF THE CHIEF ACCOUNTING OFFICER
PURSUANT TO SECTION 302 (a) OF THE SARBANES-OXLEY ACT OF 2002

I, Robert Wong, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cytokinetics, Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in the Exchange Act Rules 13a-15 (f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 1, 2019

By: /s/ Robert Wong
Robert Wong
Vice President, Chief Accounting Officer
(Principal Accounting Officer)

Exhibit 32.1

PURSUANT TO
18. U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Cytokinetics, Incorporated on Form 10-Q for the quarterly period ended September 30, 2019 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in such Form 10-Q fairly presents in all material respects the financial condition and results of operations of Cytokinetics, Incorporated.

Dated: November 1, 2019

/s/ Robert I. Blum
Robert I. Blum
President and Chief Executive Officer
(Principal Executive Officer)

/s/ Ching Jaw
Ching Jaw
Senior Vice President, Chief Financial Officer
(Principal Financial Officer)

/s/ Robert Wong
Robert Wong
Vice President, Chief Accounting Officer
(Principal Accounting Officer)