As filed with the Securities and Exchange Commission on September 18, 2008

Registration No. 333-150227

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

AMENDMENT NO. 10 TO

Form S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

FLUIDIGM CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware	**3826**	**77-0513190**
(State or other jurisdiction of incorporation or organization)	*(Primary Standard Industrial Classification Code Number)*	*(I.R.S. Employer Identification Number)*

7000 Shoreline Court, Suite 100
South San Francisco, CA 94080
(650) 266-6000
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Gajus V. Worthington
President and Chief Executive Officer
7000 Shoreline Court, Suite 100
South San Francisco, CA 94080
(650) 266-6000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, as amended, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Ruler 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer o	Non-accelerated filer o	Smaller reporting company o
		(Do not check if a smaller reporting company)	

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Proposed Maximum Aggregate Offering Price(1)**	**Amount of Registration Fee(2)(3)**
Common Stock $0.001 par value per share	97,520,000	$3,832.54

(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act. Includes $12,720,000 of shares that the underwriters have the option to purchase to cover over-allotments, if any.

(2) Calculated pursuant to Rule 457(o) under the Securities Act based on an estimate of the proposed maximum offering price.

(3) $3,832.54 previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to such Section 8(a), may determine.

EXPLANATORY NOTE

Fluidigm Corporation has prepared this Amendment No. 10 to the Registration Statement on Form S-1 (File No. 333-150227) for the purpose of refiling Exhibits 4.2 and 10.19 to the Registration Statement. This Amendment No. 10 does not modify any provision of the prospectus that forms a part of the Registration Statement, and accordingly such prospectus has not been included herein.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. ***Other Expenses of Issuance and Distribution.***

The following table sets forth all expenses to be paid by the registrant, other than estimated underwriting discounts and commissions, in connection with this offering. All amounts shown are estimates except for the SEC registration fee, the NASD filing fee and the NASDAQ Global Market listing fee.

SEC registration fee	$	3,833
NASD filing fee		9,700
NASDAQ Global Market listing fee		105,000
Printing and engraving		390,000
Legal fees and expenses		1,700,000
Accounting fees and expenses		850,000
Blue sky fees and expenses (including legal fees)		10,000
Transfer agent and registrar fees		2,500
Miscellaneous		28,967
Total	$	3,100,000

Item 14. ***Indemnification of Directors and Officers.***

Section 145 of the Delaware General Corporation Law authorizes a corporation's board of directors to grant, and authorizes a court to award, indemnity to officers, directors and other corporate agents.

As permitted by Section 102(b)(7) of the Delaware General Corporation Law, the registrant's certificate of incorporation includes provisions that eliminate the personal liability of its directors and officers for monetary damages for breach of their fiduciary duty as directors and officers.

In addition, as permitted by Section 145 of the Delaware General Corporation Law, the bylaws of the registrant provide that:

- The registrant shall indemnify its directors and officers for serving the registrant in those capacities or for serving other business enterprises at the registrant's request, to the fullest extent permitted by Delaware law. Delaware law provides that a corporation may indemnify such person if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the registrant and, with respect to any criminal proceeding, had no reasonable cause to believe such person's conduct was unlawful.
- The registrant may, in its discretion, indemnify employees and agents in those circumstances where indemnification is not required by law.
- The registrant is required to advance expenses, as incurred, to its directors and officers in connection with defending a proceeding, except that such director or officer shall undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification.
- The registrant will not be obligated pursuant to the bylaws to indemnify a person with respect to proceedings initiated by that person, except with respect to proceedings authorized by the registrant's Board of Directors or brought to enforce a right to indemnification.
- The rights conferred in the bylaws are not exclusive, and the registrant is authorized to enter into indemnification agreements with its directors, officers, employees and agents and to obtain insurance to indemnify such persons.
- The registrant may not retroactively amend the bylaw provisions to reduce its indemnification obligations to directors, officers, employees and agents.

The registrant's policy is to enter into separate indemnification agreements with each of its directors and officers that provide the maximum indemnity allowed to directors and executive officers by Section 145 of the Delaware General Corporation Law and also provides for certain additional procedural protections. The registrant also maintains directors and officers insurance to insure such persons against certain liabilities.

These indemnification provisions and the indemnification agreements entered into between the registrant and its officers and directors may be sufficiently broad to permit indemnification of the registrant's officers and directors for liabilities (including reimbursement of expenses incurred) arising under the Securities Act.

The underwriting agreement filed as Exhibit 1.1 to this registration statement provides for indemnification by the underwriters of the registrant and its officers and directors for certain liabilities arising under the Securities Act and otherwise.

Item 15. ***Recent Sales of Unregistered Securities.***

In the three years prior to the filing of this registration statement, the registrant has issued the following unregistered securities:

(a) From March 2005 through July 17, 2007, Fluidigm Corporation, a California corporation, issued and sold an aggregate of 134,561 shares of its common stock upon the exercise of options issued to certain employees, directors and consultants under the registrant's 1999 Stock Option Plan, as amended, at exercise prices ranging from $1.05 to $2.90, for aggregate consideration of $188,442. From July 18, 2007 through May 22, 2008, the registrant issued and sold an aggregate of 71,634 shares of its common stock upon the exercise of options issued to certain employees, directors and consultants under the registrant's 1999 Stock Option Plan, as amended, at exercise prices ranging from $1.05 to $4.76 per share, for aggregate consideration of $123,346.

(b) From March 2005 through July 17, 2007, Fluidigm Corporation, a California corporation, granted to certain of its employees, directors and consultants under the registrant's 1999 Stock Option Plan, as amended, options to purchase an aggregate of 1,138,869 shares of its common stock at exercise prices ranging from $1.05 to $4.76 per share. From July 18, 2007 through May 22, 2008, the registrant granted to certain of its employees, directors and consultants under the registrant's 1999 Stock Option Plan, as amended, options to purchase an aggregate of 129,200 shares of the registrant's common stock at exercise prices ranging from $4.83 to $8.40 per share.

(c) In March and December 2005, Fluidigm Corporation, a California corporation, pursuant to a loan and security agreement, issued and sold warrants to purchase 106,122 shares of its Series D Preferred Stock to one accredited investor at an exercise price of $9.80 per share. In connection with the registrant's reincorporation into the State of Delaware on July 18, 2007, the warrant was converted into a warrant to purchase an equal number of shares of the registrant's Series D Preferred Stock.

(d) In November 2005, Fluidigm Corporation, a California corporation, issued and sold 20,000 shares of its common stock to one accredited investor at an issuance price of $1.96 per share for aggregate monetary consideration of $39,200, which amount was deemed paid by the transfer of certain rights granted to registrant pursuant to the terms of a licensing agreement.

(e) In December 2005, Fluidigm Corporation, a California corporation, issued 237,895 shares of its Series D Preferred Stock to one accredited investor in connection with the conversion of a convertible promissory note at a conversion price per share of $9.80.

(f) In June 2006, Fluidigm Corporation, a California corporation, issued to one accredited investor a convertible promissory notes in an aggregate principal amount of $3,000,000 convertible into shares of its Series D Preferred Stock. In July 2007, the notes were converted into 330,612 shares of Series D Preferred Stock at a conversion price per share of $9.80.

(g) In April 2006, Fluidigm Corporation, a California corporation, issued an aggregate of 61,223 shares of its Series D Preferred Stock to UAB Research Foundation pursuant to the terms of a Master Closing Agreement by and among UAB Research Foundation, Oculus Pharmaceuticals, Inc. and Fluidigm Corporation, at an issuance price of $9.80 per share, for aggregate monetary consideration of $599,998, which

amount was deemed paid by the transfer of certain rights granted to registrant pursuant to the terms of such agreement and the achievement of certain milestones thereunder; at the request of UAB, 26,530 of such shares were issued to Oculus Pharmaceuticals, Inc., 10,204 of such shares were issued to Athersys, Inc. and 24,489 of such shares were issued to UAB Research Foundation.

(h) In June 2006, Fluidigm Corporation, a California corporation, issued 76,530 shares of its Series D Preferred Stock to one accredited investor in connection with the exercise of a warrant to purchase shares of its Series D Preferred Stock at an exercise price per share of $9.80.

(i) From August 2006 through April 2007, Fluidigm Corporation, a California corporation, issued three convertible promissory notes to one accredited investor in an aggregate principal amount of $15,000,000, all of which were convertible into shares of its Series E Preferred Stock. In March 2007, two of the notes were converted into an aggregate of 844,095 shares of the Series E Preferred Stock of Fluidigm Corporation, a California corporation. In connection with the registrant's reincorporation into the State of Delaware on July 18, 2007, the remaining outstanding convertible promissory note was made convertible into shares of the registrant's Series E Preferred Stock.

(j) In March 2007, Fluidigm Corporation, a California corporation, issued 28,571 shares of its common stock to one accredited investor at an issuance price of $2.90 per share, for aggregate monetary consideration of $83,000, which amount was deemed paid by the transfer of certain rights granted to registrant pursuant to the terms of a licensing agreement.

(k) In May 2007, Fluidigm Corporation, a California corporation, granted to seven of its employees and directors under the registrant's 1999 Stock Option Plan, as amended, options to purchase an aggregate of 219,142 shares of its common stock at an exercise price of $4.76 per share.

(l) In connection with the registrant's reincorporation into the State of Delaware on July 18, 2007, the registrant issued an aggregate of 2,770,285 shares of common stock to a total of 128 stockholders in exchange for the outstanding shares of common stock Fluidigm Corporation, a California corporation.

(m) In connection with the registrant's reincorporation into the State of Delaware on July 18, 2007, the registrant issued an aggregate of 779,220 shares of the registrant's Series A Preferred Stock to a total of 41 investors in exchange for the outstanding shares of Series A Preferred Stock of Fluidigm Corporation, a California corporation.

(n) In connection with the registrant's reincorporation into the State of Delaware on July 18, 2007, the registrant issued an aggregate of 1,845,907 shares of the registrant's Series B Preferred Stock to a total of 35 investors in exchange for the outstanding shares of Series B Preferred Stock of Fluidigm Corporation, a California corporation.

(o) In connection with the registrant's reincorporation into the State of Delaware on July 18, 2007, the registrant issued an aggregate of 4,675,666 shares of the registrant's Series C Preferred Stock to a total of 62 investors in exchange for the outstanding shares of Series C Preferred Stock of Fluidigm Corporation, a California corporation.

(p) In connection with the registrant's reincorporation into the State of Delaware on July 18, 2007, the registrant issued an aggregate of 3,484,626 shares of the registrant's Series D Preferred Stock to a total of 52 investors in exchange for the outstanding shares of Series D Preferred Stock of Fluidigm Corporation, a California corporation.

(q) In connection with the registrant's reincorporation into the State of Delaware on July 18, 2007, the registrant issued an aggregate of 2,562,810 shares of the registrant's Series E Preferred Stock to a total of 35 investors in exchange for the outstanding shares of Series E Preferred Stock of Fluidigm Corporation, a California corporation.

(r) From October 2007 through December 2007, the registrant issued and sold an aggregate of 2,512,841 shares of Series E Preferred Stock to a total of seven investors at $14.00 per share, for aggregate proceeds of $35,179,780.

(s) In December 2007, the registrant issued 1,714 shares of its common stock to one accredited investor at an issuance price of $4.76 per share for aggregate monetary consideration of $8,160, which amount was deemed paid by the transfer of certain rights granted to registrant pursuant to the terms of a licensing agreement.

(t) In December 2007, the registrant granted to one of its directors under the registrant's 1999 Stock Option Plan, as amended, options to purchase an aggregate of 28,571 shares of the registrant's common stock at an exercise price of $8.40 per share.

(u) In February and June 2008, the registrant issued a warrant to purchase 28,572 and 57,142 shares of the registrant's Series E Preferred Stock to one accredited investor at an exercise price of $14.00 per share.

(v) In February 2008, the registrant granted to one of its executive officers under the registrant's 1999 Stock Option Plan, as amended, options to purchase an aggregate of 171,427 shares of the registrant's common stock at an exercise price of $8.40 per share.

(w) In April 2008, the registrant granted to 110 of its employees, consultants and directors under the registrant's 1999 Stock Option Plan, as amended, options to purchase an aggregate of 546,711 shares of its common stock at an exercise price of $11.16 per share.

(x) On May 12, 2008, the registrant issued 4,692 shares of its Series C Preferred Stock to Imperial Bank pursuant to Imperial Bank's net exercise of its warrant to purchase up to 11,795 shares of Series C Preferred Stock. The remainder of the warrant was cancelled pursuant to the terms of the net exercise.

(y) In June 2008, the registrant granted to seven of its employees and consultants under the registrant's 1999 Stock Option Plan, as amended, options to purchase an aggregate of 24,426 shares of its common stock at an exercise price of $11.97 per share.

(z) In August 2008, the registrant granted to eight of its employees under the registrant's 1999 Stock Option Plan, as amended, options to purchase an aggregate of 18,426 shares of its common stock at an exercise price of $12.71 per share.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering, and the registrant believes that each transaction was exempt from the registration requirements of the Securities Act in reliance on the following exemptions:

- with respect to the transactions described in paragraphs (a) and (b), Rule 701 promulgated under the Securities Act as transactions pursuant to a compensatory benefit plan approved by the registrant's Board of Directors;
- with respect to the transactions described in paragraphs (1) through (q), Rule 145(a)(2) promulgated under the Securities Act as transactions pursuant to a plan or agreement for statutory merger or similar plan or acquisition in which securities of the registrant were exchanged for the securities of Fluidigm Corporation, a California corporation, the sole purpose of which was to change the registrant's domicile solely within the United States, and a Permit granted pursuant to Section 25121 of the California Corporations Code; and
- with respect to the transactions described in paragraphs (c) through (k) and paragraphs (r) through (z), Section 4(2) of the Securities Act, or Rule 506 of Regulation D promulgated thereunder, as transactions by an issuer not involving a public offering. Each recipient of the securities in this transaction represented his or her intention to acquire the securities for investment only and not with a view to, or for resale in connection with, any distribution thereof, and appropriate legends were affixed to the share certificates issued in each such transaction. In each case, the recipient received adequate information about the registrant or had adequate access, through his or her relationship with the registrant, to information about the registrant.

Item 16. ***Exhibits and Financial Statement Schedules.***

(a) *Exhibits.* The following exhibits are included herein or incorporated herein by reference:

Exhibit Number	Description
1.1(3)	Form of Underwriting Agreement.
3.1(3)	Certificate of Incorporation of the Registrant, as currently in effect.

Exhibit Number	Description
3.2(3)	Form of Restated Certificate of Incorporation of the Registrant, to be in effect upon the completion of this offering.
3.3(3)	Bylaws of the Registrant.
3.4(3)	Form of Amended and Restated Bylaws of the Registrant, to be in effect upon completion of this offering.
4.1(3)	Specimen Common Stock Certificate of the Registrant.
4.2(2)	Series E Preferred Stock Purchase Agreement dated June 13, 2006 through December 31, 2007 between the Registrant and the Purchasers set forth therein, as amended.
4.3(3)	Eighth Amended and Restated Investor Rights Agreement between the Registrant and certain holders of the Registrant's common stock named therein, including amendments No. 1 and No. 2.
4.4(2)(3)	Loan and Security Agreement No. 4561 between the Registrant and Lighthouse Capital Partners V, L.P. dated March 29, 2005, including amendments Nos. 1 through 4.
4.4A(3)	Preferred Stock Purchase Warrant issued to Lighthouse Capital Partners V, L.P. effective March 29, 2005.
4.4B(3)	Negative Pledge Agreement by and between the Registrant and Lighthouse Capital Partners V, L.P. dated March 29, 2005.
4.5(3)	Convertible Note Purchase Agreement by and between Biomedical Sciences Investment Fund Pte Ltd and the Registrant dated August 7, 2006.
4.5A(3)	Convertible Promissory Note issued to Biomedical Sciences Investment Fund Pte Ltd dated April 19, 2007, as amended.
4.6(3)	Action By Written Consent of the holders of Preferred Stock of the Registrant effective as of August 25, 2008 consenting to the Conversion of all Preferred Stock.
5.1(3)	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation.
10.1(3)	Form of Indemnification Agreement between the Registrant and its directors and officers.
10.2(3)	1999 Stock Plan of the Registrant, as amended April 24, 2008.
10.2A(3)	Forms of agreements under the 1999 Stock Plan.
10.3(3)	2008 Equity Incentive Plan.
10.3A(3)	Forms of agreements under the 2008 Equity Incentive Plan.
10.4(2)(3)	Second Amended and Restated License Agreement by and between California Institute of Technology and the Registrant effective as of May 1, 2004.
10.4A(2)(3)	First Addendum, effective as of March 29, 2007, to Second Amended and Restated License Agreement by and between California Institute of Technology and the Registrant effective as of May 1, 2004.
10.5(2)(3)	Co-Exclusive License Agreement between President and Fellows of Harvard College and the Registrant effective as of October 15, 2000.
10.5A(2)(3)	First Amendment to Co-Exclusive License Agreement between President and Fellows of Harvard College and the Registrant effective as of October 15, 2000.
10.6(2)(3)	Co-Exclusive License Agreement between President and Fellows of Harvard College and the Registrant effective as of October 15, 2000.
10.7(2)(3)	Co-Exclusive License Agreement between President and Fellows of Harvard College and the Registrant effective as of October 15, 2000.
10.8(2)(3)	Patent License Agreement by and between Gyros AB and the Registrant dated January 9, 2003.
10.8A(2)(3)	Amendment No. 1 dated January 9, 2005 to Patent License Agreement by and between Gyros AB and the Registrant dated January 9, 2003.
10.9(2)(3)	Master Closing Agreement by and between UAB Research Foundation, Oculus Pharmaceuticals, Inc. and the Registrant dated March 7, 2003.
10.9A(2)(3)	License Agreement by and between UAB Research Foundation and the Registrant dated March 7, 2003.

Exhibit Number	Description
10.10(2)(3)	Amended and Restated Letter Agreement Regarding Application for Incentives Under the Research Incentive Scheme for Companies (RISC) dated March 27, 2008 (originally dated October 7, 2005), by and between Singapore Economic Development Board and Fluidigm Singapore Pte. Ltd.
10.10A(2)(3)	Supplement Dated January 11, 2006 to Letter Agreement Relating to Application for Incentives under the Research Incentive Scheme for Companies (RISC), dated October 7, 2005 between Singapore Economic Development Board and Fluidigm Singapore Pte. Ltd.
10.11(2)(3)	Amended and Restated Letter Agreement Regarding Application for Incentives Under the Research Incentive Scheme for Companies (RISC) dated March 27, 2008 (originally dated February 12, 2007), by and between Singapore Economic Development Board and Fluidigm Singapore Pte. Ltd.
10.12(2)(3)	Distribution Agreement by and between Eppendorf AG and the Registrant effective as of April 1, 2005.
10.12A(3)	First Amendment, effective as of December 1, 2007, to the Distribution Agreement by and between Eppendorf AG and the Registrant effective as of April 1, 2005.
10.13(3)	Form of Employment and Severance Agreement between the Registrant and each of its executive officers.
10.14(3)	Consulting Agreement by and between the Registrant and Richard DeLateur dated February 29, 2008.
10.15(3)	Employee Loan Agreement with Gajus Worthington dated January 20, 2004.
10.15A(3)	Stock Repurchase Agreement between the Registrant and Gajus V. Worthington dated April 10, 2008.
10.16(3)	Offer Letter to Vikram Jog dated January 29, 2008.
10.17(3)	Settlement Agreement and General Release of all Claims by and between Michael Ybarra Lucero and the Registrant dated March 20, 2008.
10.18(2)(3)	Letter Agreement between President and Fellows of Harvard College and the Registrant dated December 22, 2004.
10.19	Sublease, dated March 25, 2004, between Genome Therapeutics Corporation as Sublessor and Fluidigm Corporation as Sublessee and amendment thereto, and related master lease agreements and amendments thereto.
10.20(3)	Tenancy for Flatted Factory Space in Singapore between JTC Corporation and the Registrant dated July 27, 2005 and August 12, 2008.
21.1(3)	List of subsidiaries of Registrant.
23.1(3)	Consent of Independent Registered Public Accounting Firm.
23.2(3)	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (included in Exhibit 5.1).
24.1(3)	Power of Attorney.

(1) To be filed by amendment.
(2) Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.
(3) Previously filed.

(b) *Financial Statement Schedules.*

All schedules have been omitted because the information required to be presented in them is not applicable or is shown in the consolidated financial statements or related notes.

Item 17. *Undertakings.*

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) For the purpose of determining liability under the Securities Act of 1933 to any purchaser, if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(4) For the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser to the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchasers and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Amendment No. 10 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of South San Francisco, State of California, on the 18th day of September 2008.

FLUIDIGM CORPORATION

By: /s/ GAJUS V. WORTHINGTON
Gajus V. Worthington
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 10 to the registration statement has been signed by the following persons in the capacities indicated on the 18th day of September 2008.

Signature	Title	Date
/s/ GAJUS V. WORTHINGTON Gajus V. Worthington	President, Chief Executive Officer and Director (Principal Executive Officer)	September 18, 2008
/s/ VIKRAM JOG Vikram Jog	Chief Financial Officer (Principal Accounting and Financial Officer)	September 18, 2008
* Samuel Colella	Director	September 18, 2008
* Michael W. Hunkapiller	Director	September 18, 2008
* Elaine V. Jones	Director	September 18, 2008
* Kenneth Nussbacher	Director	September 18, 2008
* John A. Young	Director	September 18, 2008

*By: /s/ GAJUS V. WORTHINGTON
Gajus V. Worthington
Attorney-in-Fact

EXHIBIT INDEX

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4.6[3]	Action By Written Consent of the holders of Preferred Stock of the Registrant effective as of August 25, 2008 consenting to the Conversion of all Preferred Stock.
5.1[3]	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation.
10.1[3]	Form of Indemnification Agreement between the Registrant and its directors and officers.
10.2[3]	1999 Stock Plan of the Registrant, as amended April 24, 2008.
10.2A[3]	Forms of agreements under the 1999 Stock Plan.
10.3[3]	2008 Equity Incentive Plan.
10.3A[3]	Forms of agreements under the 2008 Equity Incentive Plan.
10.4[2][3]	Second Amended and Restated License Agreement by and between California Institute of Technology and the Registrant effective as of May 1, 2004.
10.4A[2][3]	First Addendum, effective as of March 29, 2007, to Second Amended and Restated License Agreement by and between California Institute of Technology and the Registrant effective as of May 1, 2004.
10.5[2][3]	Co-Exclusive License Agreement between President and Fellows of Harvard College and the Registrant effective as of October 15, 2000.
10.5A[2][3]	First Amendment to Co-Exclusive License Agreement between President and Fellows of Harvard College and the Registrant effective as of October 15, 2000.
10.6[2][3]	Co-Exclusive License Agreement between President and Fellows of Harvard College and the Registrant effective as of October 15, 2000.
10.7[2][3]	Co-Exclusive License Agreement between President and Fellows of Harvard College and the Registrant effective as of October 15, 2000.
10.8[2][3]	Patent License Agreement by and between Gyros AB and the Registrant dated January 9, 2003.

Exhibit Number	Description
10.8A(2)(3)	Amendment No. 1 dated January 9, 2005 to Patent License Agreement by and between Gyros AB and the Registrant dated January 9, 2003.
10.9(2)(3)	Master Closing Agreement by and between UAB Research Foundation, Oculus Pharmaceuticals, Inc. and the Registrant dated March 7, 2003.
10.9A(2)(3)	License Agreement by and between UAB Research Foundation and the Registrant dated March 7, 2003.
10.10(2)(3)	Amended and Restated Letter Agreement Regarding Application for Incentives Under the Research Incentive Scheme for Companies (RISC) dated March 27, 2008 (originally dated October 7, 2005), by and between Singapore Economic Development Board and Fluidigm Singapore Pte. Ltd.
10.10A(2)(3)	Supplement Dated January 11, 2006 to Letter Agreement Relating to Application for Incentives under the Research Incentive Scheme for Companies (RISC), dated October 7, 2005 between Singapore Economic Development Board and Fluidigm Singapore Pte. Ltd.
10.11(2)(3)	Amended and Restated Letter Agreement Regarding Application for Incentives Under the Research Incentive Scheme for Companies (RISC) dated March 27, 2008 (originally dated February 12, 2007), by and between Singapore Economic Development Board and Fluidigm Singapore Pte. Ltd.
10.12(2)(3)	Distribution Agreement by and between Eppendorf AG and the Registrant effective as of April 1, 2005.
10.12A(3)	First Amendment, effective as of December 1, 2007, to the Distribution Agreement by and between Eppendorf AG and the Registrant effective as of April 1, 2005.
10.13(3)	Form of Employment and Severance Agreement between the Registrant and each of its executive officers.
10.14(3)	Consulting Agreement by and between the Registrant and Richard DeLateur dated February 29, 2008.
10.15(3)	Employee Loan Agreement with Gajus Worthington dated January 20, 2004.
10.15A(3)	Stock Repurchase Agreement between the Registrant and Gajus V. Worthington dated April 10, 2008.
10.16(3)	Offer Letter to Vikram Jog dated January 29, 2008.
10.17(3)	Settlement Agreement and General Release of all Claims by and between Michael Ybarra Lucero and the Registrant dated March 20, 2008.
10.18(2)(3)	Letter Agreement between President and Fellows of Harvard College and the Registrant dated December 22, 2004.
10.19	Sublease, dated March 25, 2004, between Genome Therapeutics Corporation as Sublessor and Fluidigm Corporation as Sublessee and amendment thereto, and related master lease agreements and amendments thereto.
10.20(3)	Tenancy for Flatted Factory Space in Singapore between JTC Corporation and the Registrant dated July 27, 2005 and August 12, 2008.
21.1(3)	List of subsidiaries of Registrant.
23.1(3)	Consent of Independent Registered Public Accounting Firm.
23.2(3)	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (included in Exhibit 5.1).
24.1(3)	Power of Attorney.

(1) To be filed by amendment.
(2) Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the Securities and Exchange Commission.
(3) Previously filed.

Exhibit 4.2

FLUIDIGM CORPORATION

SERIES E PREFERRED STOCK PURCHASE AGREEMENT

First Closing: June 13, 2006
Second Closing: December 22, 2006
Third Closing: March 30, 2007
Fourth Extended Closing: October 10, 2007
Fifth Extended Closing: October 26, 2007
Sixth Extended Closing: December 31, 2007

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EXHIBITS

Exhibit A	Schedule of Purchasers
Exhibit B	Form of Amended and Restated Articles of Incorporation
Exhibit C	Schedule of Exceptions
Exhibit D	Form of Eighth Amended and Restated Investor Rights Agreement
Exhibit E	Form of Legal Opinion

SERIES E PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES E PREFERRED STOCK PURCHASE AGREEMENT is made as of June 13, 2006, by and among Fluidigm Corporation, a California corporation (the "**Company**"), and the purchasers listed on the Schedule of Purchasers attached hereto as EXHIBIT A (the "**Schedule of Purchasers**"). The persons or entities listed thereon are hereinafter referred to collectively as the "**Purchasers**" and individually as a "**Purchaser**."

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purchase and Sale of Preferred Stock.

1.1 Authorization of the Shares. The Company will on or before the Closing (as defined below) authorize the sale and issuance pursuant to this Agreement of up to 5,000,000 shares (the "**Shares**") of its Series E Preferred Stock (the "**Series E Preferred**"), having the rights, preferences and privileges as set forth in the Amended and Restated Articles of Incorporation attached hereto as EXHIBIT B (the "**Restated Articles**").

1.2 Purchase and Sale of the Shares. Subject to the terms and conditions hereof and in reliance upon the representations, warranties and agreements contained herein, the Company will issue and sell to each Purchaser, severally and not jointly, and each Purchaser will purchase from the Company, severally and not jointly, at the Closing, the number of Shares set forth opposite the Purchaser's name on the Schedule of Purchasers, at a purchase price of Four Dollars ($4.00) per Share. The Company shall be entitled to sell any unpurchased Shares to any Purchaser or to a person who is not a Purchaser and to amend the Schedule of Purchasers to include the information relating to such sales, and such purchasers shall be considered "Purchasers" and parties to this Agreement; provided that (i) such sales are made pursuant to this Agreement or an agreement identical to this one except for the Closing Date and exhibits, and (ii) such sales are completed within 120 days of the Initial Closing (as defined below). The Company's agreement with each Purchaser is a separate agreement, and the sale of the Shares to each Purchaser is a separate sale.

1.3 Closing Date. The first closing of the purchase and sale of the Shares hereunder (the "**Initial Closing**") shall be held at the offices of Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California 94304 on June 13, 2006 (the "**Closing Date**") or such other date as the Company and a majority-in-interest of the Purchasers may agree. Subject to Section 1.2 above, subsequent closings under this Agreement may be held from time to time after the Initial Closing at such time and place as the Company and the relevant Purchasers agree ("**Subsequent Closings**"). For the purposes of this Agreement, the term "**Closing**" and "**Closing Date**" unless otherwise indicated, refers to the closing or date of closing of the purchase and sale of the Shares with respect to a particular Purchaser or group of Purchasers, whether such closing occurs at the Initial Closing or at a Subsequent Closing.

1.4 Delivery. At Closing, the Company shall deliver to each Purchaser a certificate, in such denomination and registered in Purchaser's name as set forth on the Schedule of Purchasers, representing the number of Shares which Purchaser is purchasing from the Company

against delivery to the Company of a check or wire transfer payable to the order of the Company in the amount of the purchase price of the Shares to be purchased by such Purchaser.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to Purchaser that, except as set forth in the Schedule of Exceptions attached hereto as EXHIBIT C (the "**Schedule of Exceptions**"), which has been delivered to each Purchaser prior to Purchaser's execution hereof, each of the representations, warranties and statements contained in this Section 2 is true and correct as of the date of this Agreement and will be true and correct on and as of the Closing Date. For all purposes of this Agreement, the statements contained in the Schedule of Exceptions shall also be deemed to be representations and warranties made and given by Company under this Agreement.

2.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to carry on its business as currently conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify, individually or in the aggregate, would have a material adverse effect on its business (as now conducted), properties, or financial condition.

2.2 Corporate Power. The Company will have at the Closing all requisite legal and corporate power and authority to (i) execute and deliver this Agreement; (ii) sell and issue the Shares hereunder; (iii) issue the Common Stock issuable upon conversion of the Shares (the "**Conversion Shares**"); and (iv) carry out and perform its obligations under the terms of this Agreement.

2.3 Subsidiaries. The Company does not presently own or control, directly or indirectly, any interest in any other corporation, association, or other business entity.

2.4 Capitalization. The authorized capital stock of the Company consists, or immediately prior to the Initial Closing will consist, of 77,857,144 shares of Common Stock ("**Common Stock**"), of which 9,274,356 shares are issued and outstanding immediately prior to the Initial Closing and 51,687,948 shares of Preferred Stock ("**Preferred Stock**"), 2,727,273 of which are designated Series A Preferred Stock of which 2,727,273 are outstanding immediately prior to the Initial Closing; 6,460,675 of which are designated Series B Preferred Stock of which 6,460,675 are outstanding immediately prior to the Initial Closing; 17,000,000 of which are designated Series C Preferred Stock, 16,364,832 of which are issued and outstanding immediately prior to the Initial Closing; and 15,500,000 of which are designated Series D Preferred Stock, 11,714,048 of which are issued and outstanding immediately prior to the Initial Closing; and 10,000,000 of which are designated Series E Preferred Stock, none of which will be outstanding immediately prior to the Initial Closing. All such issued and outstanding shares have been duly authorized and validly issued in compliance with applicable laws, and are fully paid and nonassessable.

The Company has reserved: (i) 5,000,000 shares of Series E Preferred for issuance hereunder and 5,000,000 shares of Common Stock for issuance upon conversion of such shares of Series E Preferred; (ii) 11,714,048 shares of Common Stock for issuance upon conversion of the outstanding

shares of Series D Preferred; (iii) 916,335 shares of Series D Preferred for issuance upon exercise of outstanding warrants and 916,335 shares of Common Stock for issuance upon conversion of such Series D Preferred; (iv) 16,364,832 shares of Common Stock for issuance upon conversion of the outstanding shares of Series C Preferred Stock; (v) 294,868 shares of Series C Preferred Stock for issuance upon exercise of outstanding warrants and 294,868 shares of Common Stock for issuance upon conversion of such Series C Preferred Stock; (vi) 6,460,675 shares of Common Stock for issuance upon conversion of the outstanding Series B Preferred Stock; (vii) 2,727,273 shares of Common Stock for issuance upon conversion of the outstanding Series A Preferred Stock; and (viii) an aggregate of 10,800,000 shares of Common Stock for issuance to employees and consultants of the Company pursuant to the Company's 1999 Stock Option Plan, pursuant to which options to purchase 5,597,763 shares are granted and outstanding and 1,554,643 shares are available for future grant. Other than with respect to the shares reserved for issuance in the preceding sentence, or as set forth in the Ancillary Agreements (as defined below), there are no outstanding rights, options, warrants, conversion rights, preemptive rights, rights of first refusal or similar rights for the purchase or acquisition from the Company of any securities of the Company. There are no outstanding obligations of the Company to repurchase or redeem any of its securities.

Except as contemplated in the Investor Rights Agreement (as defined below), the Company has not granted or agreed to grant any registration rights, including piggyback rights, to any person or entity. Except as contemplated in the Second Amended and Restated Voting Agreement dated as of August 16, 2005, the Company is not a party or subject to any agreement or understanding, and to the Company's knowledge, there is no agreement or understanding between any person or entities, which relates to the voting or the giving of written consents with respect to any security of the Company or by a director of the Company.

2.5 Authorization. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement, the Eighth Amended and Restated Investor Rights Agreement in the form attached hereto as EXHIBIT D (the "**Investor Rights Agreement**"), the performance of all obligations of the Company under this Agreement and the Investor Rights Agreement (other than those registration obligations contained in Section 1 of the Investor Rights Agreement), and any other agreements to which the Company is a party, the execution and delivery of which is a contemplated hereby (the "**Ancillary Agreements**") and the authorization, issuance (or reservation for issuance), sale and delivery of the Shares and the Conversion Shares has been taken or will be taken prior to the Closing. This Agreement and the Investor Rights Agreement constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to: (i) judicial principles limiting the availability of specific performance, injunctive relief, and other equitable remedies; (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights; and (iii) limitations on the enforceability of the indemnification provisions of the Investor Rights Agreement.

2.6 Valid Issuance of Preferred and Common Stock. The Shares that are being purchased by the Purchasers hereunder, when issued, sold and delivered in accordance with the

terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid, and nonassessable, and will be free of restrictions on transfer other than restrictions on transfer under this Agreement and the Investor Rights Agreement and under applicable state and federal securities laws. The Conversion Shares have been duly and validly reserved for issuance, and, upon issuance in accordance with the terms of the Restated Articles, will be duly and validly issued, fully paid, and nonassessable and will be free of restrictions on transfer other than restrictions on transfer under this Agreement and the Investor Rights Agreement and under applicable state and federal securities laws. The Conversion Shares may be issued without any registration or qualification under state and federal securities laws as such laws are currently in effect.

2.7 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the offer, sale or issuance of the Shares or the Conversion Shares or the consummation of any other transaction contemplated hereby, except for (a) the filing of the Restated Articles with the Secretary of State of the State of California prior to the Closing and (b) filings required pursuant to applicable federal and state securities laws and blue sky laws, which filings, the Company covenants to complete within the required statutory period.

2.8 Litigation. There is no action, suit, proceeding or investigation pending or, to the Company's knowledge, currently threatened against the Company before any court, administrative agency or other governmental body which questions the validity of this Agreement or the Investor Rights Agreement or the right of the Company to enter into any of them, or to consummate the transactions contemplated hereby or thereby, or which could result, either individually or in the aggregate, in any material adverse change in the condition (financial or otherwise), business, property, assets or liabilities of the Company, nor is the Company aware that there is any basis for the foregoing. The Company is not a party or subject to, and none of its assets is bound by, the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by or involving the Company currently pending or that the Company intends to initiate.

2.9 Employees. Each employee of the Company has executed a proprietary information and invention assignment agreement substantially in the form or forms made available to the Purchasers. To the Company's knowledge, no officer or key employee is in violation of any prior employee contract or proprietary information agreement. No employees of the Company are represented by any labor union or covered by any collective bargaining agreement. There is no pending or, to the Company's knowledge, threatened labor dispute involving the Company and any group of its employees. The Company is not aware that any officer or key employee intends to terminate his or her employment with the Company within the six months after Closing. The Company does not have a present intention to terminate the employment of any officer or key employee. Each officer and key employee is devoting 100% of his or her business time to the conduct of the business of the Company. The Company is not aware that any officer or key employee intends to work less than full time during the six months after Closing. Subject to general

principles related to wrongful termination of employees, the employment of each officer and employee of the Company is terminable at will.

2.10 Patents and Other Intangible Assets.

(a) The Company owns, or is licensed or otherwise has the legally enforceable right to use, all copyrights, domain names, maskworks, applications for the issuance or registration of any of the foregoing, trade secrets, confidential or proprietary know-how, data and information, ideas, inventions, designs, developments, algorithms, processes, schematics, techniques, computer programs, applications and other software, works of authorship, creative effort and, to the Company's knowledge after such investigation as the Company deemed reasonable, patents, patent applications, trademarks (including service marks and design marks) and applications therefor, tradenames (all of the foregoing generically, "**Intellectual Property Rights**") utilized in, or necessary for, its business as now conducted (collectively, the "**Company Intellectual Property**") without infringing upon the right of any person, corporation or other entity.

(b) Section 2.10 of the Schedule of Exceptions lists (i) all patents and patent applications and all registered and unregistered trademarks, trade names, copyrights and maskworks and registered domain names included in the Company Intellectual Property, including the jurisdictions in which each such intellectual property right has been issued or registered or in which any application for such issuance or registration has been filed, (ii) all licenses, sublicenses, collaborations and other agreements (or options for any of the foregoing) to which the Company is a party and pursuant to which any person, corporation or other entity is authorized to use any of the Company Intellectual Property, and (iii) all licenses, sublicenses, collaborations and other agreements (or options for any of the foregoing) to which the Company is a party and pursuant to which the Company is authorized to use any Intellectual Property Right of any third party (other than standard licenses for commercially available software). Each of the agreements in (ii) and (iii) above remain in full force and effect and, to the Company's knowledge, no party to any such agreement is in material breach or default under such agreement, and the Company is not aware of any act or failure to act by a party which would constitute a material breach or default under any such agreement, give rise to a right of the licensor to terminate any such agreement or otherwise result in termination of, or suspension or loss of exclusive rights under, any such agreement.

(c) To the Company's knowledge, the Company has not infringed or misappropriated any Intellectual Property Right of any other person, corporation or other entity. The Company has not received any communication or otherwise received any information alleging any such conduct by the Company or asserting a claim by any third party to the ownership of, or right to use, any of the Company Intellectual Property, and the Company does not know of any basis for any such claim. The Company is not aware of any action, suit, proceeding or investigation pending or currently threatened against the Company (or any third party owner or licensor of rights to the Company of any of the Company Intellectual Property) which would have a material impact on the Company's ownership of or exclusive or co-exclusive rights to use, the Company Intellectual Property.

(d) The Company is not aware that any of its employees is obligated under any agreement, or subject to any judgment, decree or order of any court or administrative agency, that would materially interfere with his or her ability to fully and freely perform their duties to the Company or that would conflict with the Company's business. To the Company's knowledge, neither the filing of the Restated Articles nor the execution and delivery of this Agreement or the Investor Rights Agreement, nor the carrying on of the Company's business by the employees of the Company, will conflict with or result in a material breach of the terms, conditions, or provisions of, or constitute a default under, any agreement under which any such employee is now obligated. The Company does not utilize, and will not be required to utilize, any invention, development or work of authorship of any of its employees (or persons it currently intends to hire) made prior to their employment by the Company.

(e) Except as described in Schedule 2.10, (i) the Company is not obligated, or under any liability whatsoever to make any payments by way of royalties, fees or otherwise, to any owner or licensor of, or other claimant to, any Company Intellectual Property, and (ii) the Company is not a party to any agreement concerning the Company Intellectual Property or any other Intellectual Property Right used or to be used by the Company in its business as conducted. No founder, director, officer or employee of the Company, or, to the Company's knowledge, no shareholder of the Company has any interest in the Company Intellectual Property.

(f) Except with respect to any rights granted under the agreements described in Schedule 2.10, the Company owns exclusively all rights arising from or associated with the research and development efforts of the Company, its founders, employees and independent contractors relating to the Company's business as now conducted, and all such rights form part of the Company Intellectual Property. The Company has secured valid written assignments from all employees and independent contractors who contributed to the creation or development of any of the Company Intellectual Property of the rights to such contributions that the Company does not already own by operation of law. The Company has not received notice of any claim being asserted by any current or former employee, independent contractor or other third party to the ownership, of or right to use, any of the Company Intellectual Property, or challenging or questioning the validity of any of the Company Intellectual Property, and the Company is not aware of any basis for any such claim.

(g) The Company has taken reasonable steps to protect and preserve the confidentiality of all material trade secrets included in Company Intellectual Property not otherwise protected by patents or copyright ("**Confidential Information**"). All disclosure of Confidential Information to a third party has been pursuant to the terms of a written confidentiality or non-disclosure agreement between the Company and such third party.

(h) The Company hereby represents and warrants that the data, written and oral reports and other representations and information that the Company provided to its investors (or their counsel) pertaining to the Company Intellectual Property, when taken as a whole, were truthful and, to the Company's knowledge, accurate in all material respects, and there was no omission therefrom which made such information misleading, or incomplete in any material way.

2.11 Compliance with Other Instruments. The Company is not in violation or default of any provision of its Articles of Incorporation or Bylaws, each as amended and in effect on and as of the Closing. The Company is not in violation or default of any material provision of any instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation to which it is a party or by which it or any of its properties or assets are bound or, to the best of its knowledge, of any provision of any federal, state or local statute, rule or governmental regulation. The execution, delivery and performance of and compliance with this Agreement and the Investor Rights Agreement, and the issuance and sale of the Shares, will not result in any such violation, be in conflict with or constitute, with or without the passage of time or giving of notice, a default under any such provision, license, indenture, instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation; or require any consent or waiver under any such provision, license, indenture, instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation (other than any consents or waivers that have been obtained); or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company pursuant to any such provision, license, indenture, instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation.

2.12 Permits. The Company has all franchises, permits, licenses, and any similar authority necessary for the conduct of its business as now being conducted by it. The Company is not in default in any material respect under any of such franchises, permits, licenses, or other similar authority.

2.13 Environmental and Safety Laws. To its knowledge, the Company is not in violation of any applicable statute, law, or regulation relating to the environment or occupational health and safety, and to its knowledge, no material expenditures by the Company are or will be required in order to comply with any such existing statute, law, or regulation.

2.14 Title to Property and Assets. The Company has good and marketable title to all of its properties and assets free and clear of all pledges, mortgages, liens security interests, charges and encumbrances, except liens for current taxes and assessments not yet due and possible minor liens and encumbrances which do not, in any case, individually or in the aggregate, materially detract from the value of the property subject thereto or materially impair the ownership or use of said property or assets, or the operations of the Company. With respect to the property and assets it leases, the Company is in compliance with such leases and, to the best of its knowledge, holds a valid leasehold interest free of all liens, claims or encumbrances. The Company's properties and assets are in good condition and repair in all material respects.

2.15 Agreements; Action.

(a) Except for agreements contemplated by this Agreement, there are no agreements, understandings or proposed transactions between the Company and any of its officers, directors, affiliates, or any affiliate thereof other than standard option grants and stock purchase agreements entered into prior to the date of this Agreement.

(b) There are no agreements, understandings, instruments, contracts, proposed transactions, judgments, orders, writs or decrees to which the Company is a party or by which it is bound that may involve (i) obligations (contingent or otherwise) of, or payments by the Company in excess of, $100,000, other than in the ordinary course of business, (ii) the license of any patent, copyright, trade secret or other proprietary right to or from the Company other than standard commercial software licenses, (iii) provisions restricting or adversely affecting the development, manufacture or distribution of the Company's products or services, or (iv) indemnification by the Company with respect to infringements of proprietary rights other than indemnifications entered into in the ordinary course of business.

(c) For the purposes of subsection (b) above, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same person or entity (including persons or entities the Company has reason to believe are affiliated therewith) shall be aggregated for the purpose of meeting the individual minimum dollar amounts of such subsection.

(d) The Company is not a party to and is not bound by any contract, agreement or instrument, or subject to any restriction under its Restated Articles or its Bylaws that adversely affects its business as now conducted, its properties or its financial condition.

(e) The Company is not a guarantor or indemnitor of any indebtedness of any other person or entity.

(f) The Company has not engaged in the past three months in any discussion (i) with any representative of any entity or entities regarding the merger of the Company with or into any such entity or entities or any affiliate thereof, (ii) with any representative of any entity or any individual regarding the sale, conveyance or disposition of all or substantially all of the assets of the Company or a transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Company would be disposed of, or (iii) regarding any other form of liquidation, dissolution or winding up of the Company.

2.16 Financial Statements. The Company has made available to each Purchaser its unaudited balance sheet dated as of December 31, 2005 and the unaudited statement of operations for the fiscal year then ended, its unaudited balance sheet as of March 31, 2006, and its unaudited statement of operations and cash flow statement covering the three month period then ended (collectively, the "**Financial Statements**"). The Financial Statements are complete and correct in all material respects and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated. The Financial Statements accurately set out and describe the financial condition and operating results of the Company as of the date, and during the periods, indicated therein. Except as set forth in the Financial Statements, the Company has no material liabilities, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to March 31, 2006 and (ii) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in the Financial Statements, which, in both cases, individually or in the aggregate are not material to the financial condition or operating results of the Company.

2.17 Changes. Since March 31 2006:

(a) the Company has not (i) declared or paid any dividends or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) incurred any indebtedness for money borrowed or any other liabilities outside the ordinary course of its business individually in excess of $100,000 or, in the case of indebtedness and/or liabilities individually less than $100,000, in excess of $200,000 in the aggregate, (iii) made any loans or advances to any person, other than ordinary advances for reimbursable businesses expenses, (iv) sold, exchanged, assigned, transferred, licensed or otherwise disposed of any of its assets or rights (including Company Intellectual Property), other than the sale of its inventory in the ordinary course of business, (v) waived or compromised a valuable right or a material debt owed to it, (vi) materially changed any compensation arrangement or agreement with any employee, officer, director or shareholder, or (vii) arranged or committed to do any of the things described in this subsection (a); and

(b) there has not been (i) a loss of, or a material order cancellation by, any major customer of the Company, (ii) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the business, properties, or financial condition of the Company, (iii) any change in the assets, liabilities, financial condition or operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not been, in the aggregate, materially adverse, (iv) any resignation or termination of any officer or key employee of the Company, and the Company is not aware of the impending resignation or termination of employment of any such officer, or (v) to the best of the Company’s knowledge, any other event or condition of any character that would materially and adversely affect the business, properties, or financial condition of the Company.

2.18 Brokers or Finders. The Company has not agreed to incur, directly or indirectly, any liability for brokerage or finders’ fees, agents’ commissions or other similar charges in connection with this Agreement or any of the transactions contemplated hereby.

2.19 Qualified Small Business Stock.

(a) As of and immediately following the Closing, the Shares will meet each of the requirements for qualification as “qualified small business stock” set forth in Section 1202(c) of the Internal Revenue Code of 1986, as amended (the “**Code**”), including without limitation the following: (i) the Company will be a domestic C corporation, (ii) the Company will not have made any purchases of its own stock described in Code Section 1202(c)(3)(B) during the one-year period preceding the Closing, and (iii) the Company’s (and any predecessor’s) aggregate gross assets, as defined by Code Section 1202(d)(2), at no time from the date of incorporation of the Company and through the Closing have exceeded or will exceed $50 million, taking into account the assets of any corporations required to be aggregated with the Company in accordance with Code Section 1202(d)(3).

(b) As of the Closing, at least 80% (by value) of the assets of the Company are used by it in the active conduct of one or more qualified trades or businesses, as defined by Code

Section 1202(e)(3), and the Company is an eligible corporation, as defined by Code Section 1202(e)(4).

2.20 Employee Benefit Plans. The Company does not have any Employee Benefit Plan as defined in the Employee Retirement Income Security Act of 1974 other than the Company's 401(k) Plan. The Company is in material compliance with the terms of the Company's 401(k) Plan and has not received notice of any material increase in the costs of such plans.

2.21 Tax Matters. The Company has filed all tax returns and reports as required by law. These returns and reports are true and correct in all material respects. The Company has paid all taxes and other assessments due. The Company has not elected pursuant to the Code, to be treated as a Subchapter S corporation or a collapsible corporation pursuant to Section 1362(a) or Section 341(f) of the Code, nor has it made any other elections pursuant to the Code (other than elections that relate solely to methods of accounting, depreciation or amortization) that would have a material effect on the business, properties or condition (financial or otherwise) of the Company. None of the Company's tax returns have ever been audited by any governmental authorities. The Company has withheld or collected from each payment made to its employees the amount of all taxes (including without limitation, federal income taxes, Federal Insurance Contribution Act taxes and Federal Unemployment Tax Act taxes) required to be withheld or collected therefrom, and has paid the same to the proper tax receiving officers or authorized depositories.

2.22 Insurance. The Company has in full force and effect fire and casualty insurance policies, with extended coverage, sufficient in amount (subject to reasonable deductibles) to allow it to replace any of its properties that might be damaged or destroyed. The Company has obtained term life insurance payable to the Company on the lives of Stephen Quake and Gajus Worthington in the amount of $500,000. The Company has in full force and effect directors and officers liability insurance, covering all of its directors, with aggregate coverage in the amount of $2,000,000.

2.23 Corporate Documents. The Restated Articles and Bylaws of the Company are in the form made available to the Purchasers. The copy of the minute books of the Company made available to the Purchasers' counsel contains true and correct minutes of all meetings of directors (including any committees thereof) and shareholders and all actions by written consent taken without a meeting by the directors and shareholders since December 18, 2003.

2.24 Disclosure. The Company has fully provided each Purchaser with all the information which such Purchaser has requested in connection with the purchase of the Shares hereunder, as well as all information which the Company in its judgment believes is reasonably necessary to enable such Purchaser to make a decision as to whether to invest in the Company. Neither this Agreement with the Exhibits hereto, nor any other statements, certificates or documents made or delivered in connection herewith or therewith, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading in light of the circumstances under which they were made. The financial projections made available to the Purchasers (the "**Projections**") were prepared in good faith and based upon assumptions that the Company believes are reasonable, and represent the Company's good faith

estimate of its future plans and results; provided however that the Company does not represent or warrant that it will achieve any of the Projections.

2.25 Offering. Subject in part to the truth and accuracy of each Purchaser's representations set forth in this Agreement, the offer, sale and issuance of the Shares as contemplated by this Agreement is exempt from the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and from the registration or qualification requirements of applicable state securities laws or blue sky laws, and neither the Company nor any authorized agent acting on its behalf will take any action hereafter that would cause the loss of such exemption.

2.26 Returns and Complaints. The Company has not received customer complaints concerning alleged defects in the design of its products that, if true, would have, individually or in the aggregate, a material adverse effect on its business, properties, or financial condition.

3. Representations and Warranties of the Purchasers. Each Purchaser, individually and not jointly, hereby represents and warrants as of the Closing Date that:

3.1 Experience. Such Purchaser is experienced in evaluating start-up companies such as the Company, is able to evaluate and represent its own interests in transactions such as the one contemplated by this Agreement, has such knowledge and experience in financial and business matters such that Purchaser is capable of evaluating the merits and risks of Purchaser's prospective investment in the Company, and has the ability to bear the economic risks of its investment.

3.2 Investment. Such Purchaser is acquiring the Shares, and the Conversion Shares, for investment for such Purchaser's own account and not with the view to, or for resale in connection with, any distribution thereof. Such Purchaser understands that the Shares, and the Conversion Shares have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent as expressed herein. Such Purchaser further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to any third person with respect to any of the Shares, or the Conversion Shares, other than a transfer not involving a change of beneficial ownership. Such Purchaser understands and acknowledges that the offering of the Shares pursuant to this Agreement will not be registered under the Securities Act on the ground that the sale provided for in this Agreement is exempt from the registration requirements of the Securities Act.

3.3 Rule 144. Such Purchaser acknowledges that the Shares and the Conversion Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. Such Purchaser is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions. Such Purchaser covenants that, in the absence of an effective registration statement covering the stock in question, such Purchaser will sell, transfer, or otherwise dispose of the Shares or the Conversion Shares only in a manner consistent with applicable securities laws and such Purchaser's representations and covenants set forth in this Section 3. In connection therewith, such Purchaser acknowledges that the Company

will make a notation on its stock books regarding the restrictions on transfers set forth in this Section 3 and will transfer securities on the books of the Company only to the extent not inconsistent therewith.

3.4 Legends. Purchaser understands and acknowledges that the certificate evidencing its Shares and the Conversion Shares will be imprinted with legends in the form set forth in Section 1.3 of the Investor Rights Agreement.

3.5 No Public Market. Such Purchaser understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for the Shares or the Conversion Shares.

3.6 Access to Data. Such Purchaser has received and reviewed information about the Company and has had an opportunity to discuss the Company's business, management and financial affairs with its management and to review the Company's facilities. The foregoing, however, does not limit or modify the representations and warranties of the Company in Section 2 of this Agreement or the right of the Purchasers to rely thereon.

3.7 Authorization. This Agreement when executed and delivered by such Purchaser will constitute a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to: (i) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief, and other equitable remedies; (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights; and (iii) limitations on the enforceability of the indemnification provisions of the Investor Rights Agreement.

3.8 Accredited Investor. Such Purchaser acknowledges that it is an "accredited investor" as defined in Rule 501 of Regulation D as promulgated by the Securities and Exchange Commission under the Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company. The principal address of such Purchaser is as set forth on the Schedule of Purchasers.

3.9 Public Solicitation. Purchaser knows of no public solicitation or advertisement of an offer in connection with the proposed issuance and sale of the Shares.

3.10 Tax Advisors. Purchaser has reviewed with Purchaser's own tax advisors the federal, state and local tax consequences of this investment, where applicable, and the transactions contemplated by this Agreement. Each Purchaser is relying solely on such advisors and not on any statements or representations of the Company or any of its agents and understands that each Purchaser (and not the Company) shall be responsible for the Purchaser's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

3.11 Purchaser Counsel. Purchaser acknowledges that it has had the opportunity to review this Agreement, the exhibits and the schedules attached hereto and the transactions contemplated by this Agreement with Purchaser's own legal counsel. Each Purchaser is relying

solely on such counsel and not on any statements or representations of the Company or any of its agents for legal advice with respect to this investment or the transactions contemplated by this Agreement.

3.12 Brokers or Finders. The Company has not incurred and will not incur, directly or indirectly, as a result of any action taken by such Purchaser, any liability for brokerage or finders' fees or agents' commissions or any similar changes in connection with this Agreement.

3.13 Non-United States Persons. If Purchaser is not a United States person, such Purchaser hereby represents that such Purchaser is satisfied as to the full observance of the laws of such Purchaser's jurisdiction in connection with any invitation to subscribe for the Shares and the Conversion Shares or any use of this Agreement, the Investor Rights Agreement and the Voting Agreement, including (i) the legal requirements within such Purchaser's jurisdiction for the purchase of Shares and the Conversion Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of such securities. Such Purchaser's subscription and payment for, and such Purchaser's continued beneficial ownership of, the Shares and the Conversion Shares will not violate any applicable securities or other laws of such Purchaser's jurisdiction.

4. Conditions of Purchaser's Obligations at Closing. The obligations of each Purchaser under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions, the waiver of which shall not be effective against any Purchaser who does not consent in writing thereto:

4.1 Representations and Warranties. The representations and warranties of the Company contained in Section 2 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing.

4.2 Performance. The Company shall have performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

4.3 Compliance Certificate. The President of the Company shall deliver to each Purchaser at the Closing a certificate stating that the conditions specified in Sections 4.1 and 4.2 have been fulfilled and stating that as of the Closing there shall have been no adverse change in the business, affairs, operations, properties, assets or condition of the Company.

4.4 Blue Sky. The Company shall have obtained all necessary permits and qualifications, if any, or secured an exemption therefrom, required by any state or country prior to the offer and sale of the Shares.

4.5 Opinion of Company Counsel. Each Purchaser in the Initial Closing shall have received from Wilson Sonsini Goodrich & Rosati, Professional Corporation, counsel for the Company, an opinion, dated as of the Initial Closing, in the form attached hereto as EXHIBIT E.

4.6 Investor Rights Agreement. The Company and each Purchaser shall have entered into the Investor Rights Agreement.

4.7 Restated Articles. The Restated Articles shall have been accepted for filing by the California Secretary of State and shall be in full force and effect as of the Closing Date.

4.8 Corporate Proceedings; Waivers and Consents. All corporate and other proceedings to be taken and all waivers, consents and permits necessary or appropriate for the consummation of the transactions contemplated by this Agreement will have been taken or obtained.

5. Conditions of the Company's Obligations at Closing. The obligations of the Company to each Purchaser under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions by that Purchaser:

5.1 Representations and Warranties. The representations and warranties of the Purchasers contained in Section 3 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing.

5.2 Payment of Purchase Price. Each Purchaser shall have delivered the purchase price against delivery of the Shares as set forth in Section 1.4 by the Company to such Purchaser.

5.3 Blue Sky. The Company shall have obtained all necessary permits and qualifications, if any, or secured an exemption therefrom, required by any state or country for the offer and sale of the Shares.

5.4 Investor Rights Agreements. The Company and each Purchaser shall have entered into the Investor Rights Agreement.

5.5 Restated Articles . The Restated Articles shall have been accepted for filing by the California Secretary of State and shall be in full force and effect as of the Closing Date.

5.6 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing hereby, and all documents and instruments incident to these transactions, shall be reasonably satisfactory in substance to the Company and its counsel.

6. Miscellaneous.

6.1 Governing Law; Jurisdiction. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed in all respects by the laws of the State of California, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions. The parties hereto agree to submit to the exclusive jurisdiction of the federal and state courts of San Mateo County, California with respect to the breach or interpretation of this Agreement or the enforcement of any and all rights, duties, liabilities, obligations, powers, and other relations between the parties arising under this Agreement.

6.2 Indemnification. The Company shall indemnify, defend and hold each Purchaser harmless against all liability, loss or damage (collectively, "**Losses**" and individually, a "**Loss**") arising from any litigation, proceeding or dispute arising from such Purchaser's status as a shareholder of the Company other than Losses arising from such Purchaser's gross negligence or willful misconduct, provided that such indemnification shall apply only to litigation, proceedings or disputes arising prior to the Company's Initial Public Offering (as defined in the Investor Rights Agreement) and the Company's obligation to indemnify any Purchaser shall be limited in amount to the amount paid by such Purchaser for the purchase of such Purchaser's Shares as set forth on EXHIBIT A. The foregoing indemnity is not intended to supercede or replace the indemnification obligations of the parties set forth in Section 1.10 of the Investor Rights Agreement nor shall it be construed to limit any other rights and remedies of the Purchasers under this Agreement or any other indemnification to which such Purchaser may be entitled under any other agreement of the Company. The foregoing indemnification rights are transferable only to Affiliates (as defined in the Investor Rights Agreement) of a Purchaser.

6.3 Survival. The representations, warranties, covenants and agreements made herein shall survive any investigation made by any Purchaser or the Company and the Closing of the transactions contemplated hereby; provided, however, that such representations and warranties are only made as of the date of such execution and delivery and as of such Closing.

6.4 Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto; provided, however, that the rights of a Purchaser to purchase Shares at the Closing shall not be assignable without the consent of the Company.

6.5 Entire Agreement; Amendment. This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof relating to the purchase of the Shares. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and the holder or holders of greater than fifty percent (50%) of the then-outstanding Shares or the Conversion Shares. Notwithstanding the foregoing, any additional purchaser pursuant to Section 1.2 may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and such purchaser shall be deemed a Purchaser hereunder. The parties agree that the Schedule of Purchasers attached hereto as Exhibit A shall be updated automatically without any formal amendment to reflect the addition of any such additional Purchaser. Any amendment or waiver effected in accordance with this Section 6.5 shall be binding upon the Purchasers and each transferee of the Shares (or the Common Stock issuable upon conversion thereof), each future holder of all such securities, and the Company.

6.6 Notices, Etc. All notices and other communications required or permitted hereunder, shall be in writing and shall be personally delivered, sent by facsimile, mailed by registered or certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight courier, addressed (a) if to a Purchaser, at such Purchaser's address or

facsimile number set forth on the Schedule of Purchasers, or at such other address or facsimile number as such Purchaser shall have furnished to the Company in writing, or (b) if to the Company, at its address or facsimile number set forth on the signature page to this Agreement addressed to the attention of the Corporate Secretary, or at such other address or facsimile number as the Company shall have furnished to the Purchasers. Any such notice or communication shall be deemed to have been received (A) in the case of personal delivery or delivery by telecopier, on the date of such delivery, (B) in the case of a commercial overnight courier, on the next business day after the date when sent and (C) in the case of mailing, on the fifth business day following that on which the piece of mail containing such communication is posted.

6.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any holder of any Shares upon any breach or default of the Company under this Agreement shall impair any such right, power or remedy of such holder, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in this Agreement. All remedies, either under this Agreement or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

6.8 California Corporate Securities Law. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

6.9 Finder’s Fee. The Company and each Purchaser shall each indemnify and hold the other harmless from any liability for any commission or compensation in the nature of a finder’s fee (including the costs, expenses and legal fees of defending against such liability) for which the Company or the Purchasers, or any of their respective partners, employees, or representatives, as the case may be, is responsible.

6.10 Expenses. The Company and each Purchaser shall bear its own expenses and legal fees incurred on its behalf with respect to this Agreement and the transactions contemplated hereby.

6.11 Waiver of Conflict. Each of the Purchasers and the Company acknowledges that Wilson Sonsini Goodrich & Rosati, Professional Corporation (“**WSGR**”) may have represented and may currently represent Purchasers. In the course of such representation, WSGR may have

come into possession of confidential information relating to such Purchasers. Each of the Purchasers and the Company acknowledges that WSGR is representing only the Company in this transaction. Pursuant to Rule 3-310 of the Rules of Professional Conduct promulgated by the State Bar of California, an attorney must avoid representations in which the attorney has or had a relationship with another party interested in the representation without the informed written consent of all parties affected. By executing this Agreement, each of the Purchasers and the Company hereby waives any actual or potential conflict of interest that may arise in this financing as a result of WSGR's representation of such persons or entities, WSGR's possession of such confidential information and the participation by WSGR's affiliate in the financing. Each of the Purchasers and the Company represents that it has had the opportunity to consult with independent counsel concerning the giving of this waiver.

6.12 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

6.13 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all Purchasers, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. This Agreement may be executed by facsimile signature.

6.14 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.15 Exculpation Among Purchasers. Each Purchaser acknowledges that it is not relying upon any person, firm or corporation (including without limitation any other Purchaser), other than the Company and its officers and directors (acting in their capacity as representatives of the Company), in deciding to invest and in making its investment in the Company. Each Purchaser agrees that no other Purchaser nor the respective controlling persons, officers, directors, partners, agents or employees of any other Purchaser shall be liable to such Purchaser for any losses incurred by such Purchaser in connection with its investment in the Company.

6.16 Like Treatment of Holders. The Company shall not directly or indirectly pay or cause to be paid any consideration, whether by way of interest, fee, payment for the redemption or exchange of Preferred Stock, or otherwise to any holder of Preferred Stock for or as inducement to, any consent, waiver or amendment of any term or provision of the Preferred Stock, this Agreement or the Investor Rights Agreement unless equivalent consideration is offered on equivalent terms and conditions to all Purchasers of Preferred Stock under this Agreement bound by such consent, waiver or amendment.

6.17 Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT.

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

FLUIDIGM CORPORATION

By: /s/ Gajus Worthington
Gajus Worthington
President and Chief Executive Officer

7100 Shoreline Court
South San Francisco, CA 94080
FAX: (650) 871-7195

[FLUIDIGM CORPORATION SERIES E PREFERRED STOCK PURCHASE AGREEMENT]

PURCHASER:

ALLIANCEBERNSTEIN L.P.

By: /s/ Adam Spilka

Name: Adam Spilka

Title: SVP, Counsel, Secretary

[FLUIDIGM CORPORATION SERIES E PREFERRED STOCK PURCHASE AGREEMENT]

EXHIBIT A

SCHEDULE OF PURCHASERS

Name and Address	Shares of Series E	Purchase Price
AllianceBernstein L.P.	1,250,000	$ 5,000,000.00
TOTALS	**1,250,000**	**$ 5,000,000.00**

FLUIDIGM CORPORATION

AMENDMENT NO. 1 TO
SERIES E PREFERRED STOCK PURCHASE AGREEMENT

This Amendment No. 1 (the "**Amendment**") to that certain Series E Preferred Stock Purchase Agreement, dated as of June 13, 2006 (the "**Purchase Agreement**"), is made and entered into effective as of December 22, 2006 (the "**Effective Date**") by and among Fluidigm Corporation, a California corporation (the "**Company**"), and the Purchasers named therein. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

RECITALS

WHEREAS, the Company previously sold and issued an aggregate of 1,250,000 shares of Series E Preferred Stock of the Company (the "**Series E Preferred**") pursuant to the terms of the Purchase Agreement at the Initial Closing held on June 13, 2006;

WHEREAS, the Company and the Purchaser now desire to amend the terms of the Purchase Agreement to provide that the Company may sell and issue additional shares of Series E Preferred pursuant to the Purchase Agreement, at one or more additional Subsequent Closings, provided that any such additional Subsequent Closings shall take place no later than March 31, 2007.

WHEREAS, pursuant to Section 6.5 of the Purchase Agreement, the terms of the Purchase Agreement may be amended upon the written consent of the Company and the holder or holders of greater than fifty percent (50%) of the outstanding Shares or the Conversion Shares; and

WHEREAS, the Purchaser who has signed below holds greater than fifty percent (50%) of the outstanding Shares purchased under the Purchase Agreement as of the Effective Date and consents to the changes as set forth in this Amendment.

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

AGREEMENT

1. Amendment to Section 1.1. Section 1.1 (Authorization of the Shares) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"1.1 Authorization of the Shares. The Company will on or before the Closing (as defined below) authorize the sale and issuance pursuant to this Agreement of up to 6,318,333 shares (the "**Shares**") of its

Series E Preferred Stock (the "**Series E Preferred**"), having the rights, preferences and privileges as set forth in the Amended and Restated Articles of Incorporation attached hereto as EXHIBIT B (the "**Restated Articles**")."

2. Amendment to Section 1.2. Section 1.2 (Purchase and Sale of the Shares) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"1.2 Purchase and Sale of the Shares. Subject to the terms and conditions hereof and in reliance upon the representations, warranties and agreements contained herein, the Company will issue and sell to each Purchaser, severally and not jointly, and each Purchaser will purchase from the Company, severally and not jointly, at the Closing, the number of Shares set forth opposite the Purchaser's name on the Schedule of Purchasers, at a purchase price of Four Dollars ($4.00) per Share. The Company shall be entitled to sell any unpurchased Shares to any Purchaser or to a person who is not a Purchaser and to amend the Schedule of Purchasers to include the information relating to such sales, and such purchasers shall be considered "Purchasers" and parties to this Agreement; provided that (i) such sales are made pursuant to this Agreement or an agreement identical to this one except for the Closing Date and exhibits, and (ii) such sales are completed on or prior to March 31, 2007. The Company's agreement with each Purchaser is a separate agreement, and the sale of the Shares to each Purchaser is a separate sale."

3. Governing Law. This Amendment shall be governed in all respects by the laws of the State of California, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions.

4. Purchase Agreement. Wherever necessary, all other terms of the Purchase Agreement are hereby amended to be consistent with the terms of this Amendment. Except as specifically set forth herein, the Purchase Agreement shall remain in full force and effect.

5. Counterparts; Facsimile. This Amendment may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one instrument. Executed signatures transmitted via facsimile will be accepted and considered duly executed.

6. Effect of Execution of Amendment by Certain Purchaser. This Amendment, when executed and delivered by the Company and a Purchaser purchasing shares of Series E Preferred at a Subsequent Closing held on or after the date hereof, shall also constitute and shall be deemed a counterpart signature page to the Purchase Agreement. Consequently, each undersigned Purchaser purchasing shares of Series E Preferred at a Subsequent Closing held on or after the date hereof acknowledges and agrees that he, she or it is bound by the terms and

conditions contained in the Purchase Agreement, as amended by this Amendment, with respect to the purchase of such shares.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

COMPANY:	**FLUIDIGM CORPORATION** a California corporation
	By: /s/ Gajus Worthington Gajus Worthington, President and Chief Executive Officer

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

Cross Creek Capital, L.P.

By: Cross Creek Capital GP, L.P.
Its Sole General Partner

By: Cross Creek Capital, LLC
Its Sole General Partner

By: Wasatch Advisors, Inc.
Its Sole Member

By: /s/ Karey Barker

Name: Karey Barker

Title: Vice President

Cross Creek Capital Employees' Fund, L.P.

By: Cross Creek Capital GP, L.P.
Its Sole General Partner

By: Cross Creek Capital, LLC
Its Sole General Partner

By: Wasatch Advisors, Inc.
Its Sole Member

By: /s/ Karey Barker

Name: Karey Barker

Title: Vice President

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

WASATCH FUNDS, INC.
Wasatch Small Cap Growth Fund

By: Wasatch Advisors, Inc.
Its: Investment Adviser

By: /s/ Dan Thurber
Name: Dan Thurber
Title: Vice President

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

SMALLCAP WORLD FUND, INC.

By: **Capital Research and Management Company,**
its, investment adviser

By: /s/ Michael Downer

Name: Michael Downer

Title: ____________________

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

ALLIANCEBERNSTEIN VENTURE FUND I, L.P.

By: AllianceBernstein ESG Venture Management, L.P., its general partner

By: AllianceBernstein Global Derivatives Corporation, its general partner

By: /s/ James D. Kiggen

Name: James D. Kiggen

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

VERSANT AFFILIATES FUND 1-A, L.P.
VERSANT AFFILIATES FUND 1-B, L.P.
VERSANT SIDE FUND I, L.P.
VERSANT VENTURE CAPITAL I, L.P.

By: Versant Ventures I, LLC
its General Partner

By: /s/ Samuel D. Colella

Name: Samuel D. Colella

Title: Managing Director

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

Lehman Brothers Healthcare Venture Capital L.P.

By: Lehman Brothers HealthCare Venture Capital Associates L.P., its General Partner
By: LB I Group Inc., its General Partner

By: /s/ Michael Odrich
Name: Michael Odrich
Its: Senior Vice President

Lehman Brothers P.A. LLC

By: /s/ Michael Odrich
Name: Michael Odrich
Its: Senior Vice President

Lehman Brothers Partnership Account 2000/2001, L.P.

By: LB I Group Inc., its General Partner

By: /s/ Michael Odrich
Name: Michael Odrich
Its: Senior Vice President

Lehman Brothers Offshore Partnership Account 2000/2001, L.P.

By: LB I Offshore Partners Group Ltd., its General Partner

By: /s/ Michael Odrich
Name: Michael Odrich
Its: Senior Vice President

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

EuclidSR Partners, L.P.

By: EuclidSR Associates, L.P.
its General Partner

By: /s/ Elaine V. Jones

Name: Elaine V. Jones

Title: General Partner

EuclidSR Biotechnology Partners, L.P.

By: EuclidSR Biotechnology Associates, L.P.
its General Partner

By: /s/ Elaine V. Jones

Name: Elaine V. Jones

Title: General Partner

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

IINTERWEST PARTNERS VII, L.P.

By: InterWest Management Partners VII, LLC
its General Partner

By: /s/ Michael Sweeney

Name: Michael Sweeney

Title: As agent for the general partner

INTERWEST INVESTORS VII, L.P.

By: InterWest Management Partners VII, LLC
its General Partner

By: /s/ Michael Sweeney

Name: Michael Sweeney

Title: As agent for the general partner

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

LILLY BIOVENTURES, ELI LILLY & COMPANY

By: /s/ Thomas W. Grein

Name: Thomas W. Grein

Title: Vice President and Treasurer

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

ALLOY VENTURES 2005, L.P.

By: Alloy Ventures 2005, LLC
its General Partner

By: /s/ Tony DiBona

Name: Toni DiBona

Title: Managing Member of Alloy Ventures 2005 LLC

ALLOY VENTURES 2002, L.P.
ALLOY PARTNERS 2002, L.P.

By: Alloy Ventures 2002, LLC
its General Partner

By: /s/ Tony DiBona

Name: Tony DiBona

Title: Managing Member of Alloy Ventures 2002, LLC, the general partner of Alloy Partners 2002, L.P. and Alloy Ventures 2002, L.P.

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

SIGHTLINE HEALTHCARE FUND III, L.P.

By: /s/ Kenneth E. Higgins

Name: Kenneth E. Higgins

Title: Managing Director of Sightline Partners LLC, general partner of its general partner

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASER:

/s/ Bruce Burrows

BRUCE BURROWS

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

/s/ John M. Harland

JOHN M. HARLAND

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

FERGUSON/EGAN FAMILY TRUST DATED 6/28/99

By: /s/ Rodney A. Ferguson
Name: Rodney A. Ferguson
Title: Trustee

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

HEALTH CARE ADMINISTRATION COMPANY

By: /s/ Gary L. Bowers
Name: Gary L. Bowers
Title: President

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

THE CONDON FAMILY TRUST

By: /s/ Thomas J. Condon
Name: Thomas J. Condon
Title: Trustee

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

IN-Q-TEL, INC.

By: /s/ Scott G. Yancey
Name: Scott G. Yancey
Title: Executive Vice President

IN-Q-TEL EMPLOYEE FUND, LLC

By: /s/ Scott G. Yancey
Name: Scott G. Yancey
Title: EVP of In-Q-Tel, Inc., the manager of the fund

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

THE V FOUNDATION FOR CANCER RESEARCH

By: /s/ Nicholas Valvano
Name: Nicholas Valvano
Title: Chief Executive Officer

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

/s/ Fredrick H. Stern

FREDRICK H. STERN

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

/s/ Alfred J. Mandel

ALFRED J. MANDEL

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

/s/ Pauline E. van Ysendoorn

PAULINE E. VAN YSENDOORN

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

/s/ Rhett E. Brown

RHETT E. BROWN

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 1 to Series E Preferred Stock Purchase Agreement as of the 30th day of March, 2007.

PURCHASER:

SMALLCAP WORLD FUND, INC.

By:	**Capital Research and Management Company, its investment adviser**
By:	/s/ Timothy D. Amour
Name:	Timothy D. Armour
Title:	President

[Signature Page to Amendment No. 1 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

EXHIBIT A
SCHEDULE OF PURCHASERS
SERIES E PREFERED STOCK FINANCING
DECEMBER 22, 2006

Name	Shares of Series E Preferred Stock	Purchase Price
CLIPPERBAY & CO.		
SMALLCAP World Fund, Inc.	1,875,000	$7,500,000.00
PACO c/o 80-16-200-1037662		
Cross Creek Capital, L.P.	569,074	$2,276,296.00
PACO c/o 80-16-200-1037670	55,926	$ 223,704.00
CLEARMOON & CO.	625,000	$2,500,000.00
ALLIANCEBERNSTEIN VENTURE FUND I, L.P.	62,500	$ 250,000.00
ALLOY VENTURES 2005, L.P.	80,625	$ 322,500.00
ALLOY VENTURES 2002, L.P.	78,505	$ 314,020.00
ALLOY PARTNERS 2002, L.P.	2,120	$ 8,480.00
INTERWEST INVESTORS VII, L.P.	2,285	$ 9,140.00
INTERWEST PARTNERS VII, L.P.	47,715	$ 190,860.00
EUCLIDSR BIOTECHNOLOGY PARTNERS, L.P.	105,875	$ 423,500.00
EUCLIDSR PARTNERS, L.P.	105,875	$ 423,500.00
VERSANT AFFLIATES FUND 1-A, L.P.	5,000	$ 20,000.00
VERSANT AFFLIATES FUND 1-B, L.P.	10,500	$ 42,000.00

EXHIBIT A
SCHEDULE OF PURCHASERS
SERIES E PREFERED STOCK FINANCING
DECEMBER 22, 2006

Name	Shares of Series E Preferred Stock	Purchase Price
VERSANT SIDE FUND I, L.P.	4,500	$ 18,000.00
VERSANT VENTURE CAPITAL I, L.P.	230,000	$ 920,000.00
LILLY BIO VENTURES, ELI LILLY AND COMPANY	89,750	$ 359,000.00
SIGHTLINE HEALTHCARE FUND III, L.P.	30,000	$ 120,000.00
BRUCE BURROWS	144,750	$ 579,000.00
LEHMAN BROTHERS HEALTHCARE VENTURE CAPITAL, L.P.	39,937	$ 159,748.00
LEHMAN BROTHERS OFFSHORE PARTNERSHIP ACCOUNT 2000/2001, L.P.	8,932	$ 35,728.00
LEHMAN BROTHERS P.A., LLC	76,440	$ 305,760.00
LEHMAN BROTHERS PARTNERSHIP ACCOUNT 2000/2001, L.P.	34,440	$ 137,760.00
TOTALS	4,284,749	$17,138,996.00

EXHIBIT A
SCHEDULE OF PURCHASERS
SERIES E PREFERED STOCK FINANCING
MARCH 30, 2007

Name	Shares of Series E Preferred Stock	Purchase Price
JOHN M. HARLAND	5,000	$ 20,000.00
FERGUSON/EGAN FAMILY TRUST DATED 6/28/99	15,000	$ 60,000.00
HEALTH CARE ADMINISTRATION COMPANY	25,000	$ 100,000.00
THE CONDON FAMILY TRUST	12,500	$ 50,000.00
IN-Q-TEL, INC.	10,125	$ 40,500.00
IN-Q-TEL EMPLOYEE FUND, LLC	3,375	$ 13,500.00
THE V FOUNDATION FOR CANCER RESEARCH	6,250	$ 25,000.00
FREDRICK H. STERN	37,500	$ 150,000.00
ALFRED J. MANDEL	1,000	$ 4,000.00
PAULINE E. VAN YSENDOORN	2,500	$ 10,000.00
RHETT E. BROWN	12,500	$ 50,000.00
CLIPPERBAY & CO.	350,000	$1,400,000.00
TOTALS	**480,750**	**$1,923,000.00**

FLUIDIGM CORPORATION

AMENDMENT NO. 2 TO
SERIES E PREFERRED STOCK PURCHASE AGREEMENT

This Amendment No. 2 (the "**Amendment**") to that certain Series E Preferred Stock Purchase Agreement, dated as of June 13, 2006, as amended December 22, 2006, by and among Fluidigm Corporation, a California corporation ("**Fluidigm California**") and the Purchasers named therein (the "**Purchase Agreement**"), is made and entered into effective as of October 10, 2007 (the "**Effective Date**") by and among Fluidigm Corporation, a Delaware corporation (the "**Company**"), and the Purchasers named herein. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

RECITALS

WHEREAS, Fluidigm California previously sold and issued an aggregate of 1,250,000 shares of Series E Preferred Stock (the "**Series E Preferred**") pursuant to the terms of the Purchase Agreement at the Initial Closing held on June 13, 2006 and an additional 6,015,499 shares of Series E Preferred at Subsequent Closings held on December 22, 2006 and March 30, 2007;

WHEREAS, on July 18, 2007, Fluidigm California was merged with and into the Company, with the Company being the surviving corporation such that the Company succeeded to all of Fluidigm California's rights and obligations under the Purchase Agreement and all outstanding shares of Series E Preferred of Fluidigm California were exchanged on a one for one basis for shares of Series E Preferred of the Company;

WHEREAS, the Company and the Purchasers now desire to amend the terms of the Purchase Agreement to provide that the Company may sell and issue up to 7,375,000 additional shares of Series E Preferred (the "**Additional Shares**") pursuant to the Purchase Agreement, at one or more additional Subsequent Closings, provided that any such additional Subsequent Closings shall take place no later than December 31, 2007.

WHEREAS, pursuant to Section 6.5 of the Purchase Agreement, the terms of the Purchase Agreement may be amended upon the written consent of the Company and the holder or holders of greater than fifty percent (50%) of the outstanding Shares or the Conversion Shares;

WHEREAS, the Purchasers who have signed below hold greater than fifty percent (50%) of the outstanding Shares purchased under the Purchase Agreement as of the Effective Date and consent to the changes as set forth in this Amendment;

WHEREAS, in connection with the execution of this Amendment, the Company is amending the Amended and Restated Certificate of Incorporation of the Company to increase the

number of authorized shares of capital stock of the Company to facilitate the sale of the Additional Shares.

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

AGREEMENT

1. Amendment to Section 1.1. Section 1.1 (Authorization of the Shares) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"1.1 Authorization of the Shares. The Company will on or before the Closing (as defined below) authorize the sale and issuance pursuant to this Agreement of up to 17,956,252 shares (the "**Shares**") of its Series E Preferred Stock (the "**Series E Preferred**"), having the rights, preferences and privileges as set forth in the Amended and Restated Certificate of Incorporation, as amended by Amendment No. 1 to Amended and Restated Certificate of Incorporation and Amendment No. 2 to Amended and Restated Certificate of Incorporation, as attached hereto as EXHIBITS B-1 AND B-2, respectively (together for purposes of this Agreement, the "**Restated Certificate**")."

2. Amendment to Section 1.2. Section 1.2 (Purchase and Sale of the Shares) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"1.2 Purchase and Sale of the Shares. Subject to the terms and conditions hereof and in reliance upon the representations, warranties and agreements contained herein, the Company will issue and sell to each Purchaser, severally and not jointly, and each Purchaser will purchase from the Company, severally and not jointly, at the applicable Closing, the number of Shares set forth opposite the Purchaser's name on the Schedule of Purchasers, at a purchase price of Four Dollars ($4.00) per Share. The Company shall be entitled to sell any unpurchased Shares to any Purchaser or to a person who is not a Purchaser and to amend the Schedule of Purchasers to include the information relating to such sales, and such purchasers shall be considered "Purchasers" and parties to this Agreement; provided that (i) such sales are made pursuant to this Agreement or an agreement identical to this one except for the Closing Date and exhibits, and (ii) such sales are completed on or prior to December 31, 2007. The Company's agreement with each Purchaser is a separate agreement, and the sale of the Shares to each Purchaser is a separate sale."

3. Amendment to Section 2. Section 2 (Representations and Warranties of the Company) of the Purchase Agreement is hereby amended to add the following sentence to the end of the paragraph which reads in its entirety as follows:

"At each Subsequent Closing, the Company shall provide an updated Schedule of Exceptions and EXHIBIT C shall be concurrently amended and restated for purposes of such Subsequent Closing."

4. Amendment to Section 2.4. Solely in connection with the sale of Additional Shares pursuant to this Amendment, Section 2.4 (Capitalization) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"The authorized capital stock of the Company consists, or immediately prior to the Closing will consist, of 85,232,144 shares of Common Stock ("**Common Stock**"), of which 9,760,848 shares are issued and outstanding immediately prior to the Closing and 57,961,085 shares of Preferred Stock ("**Preferred Stock**"), 2,727,273 of which are designated Series A Preferred Stock of which 2,727,273 are outstanding immediately prior to the Closing; 6,460,675 of which are designated Series B Preferred Stock of which 6,460,675 are outstanding immediately prior to the Closing; 16,854,624 of which are designated Series C Preferred Stock, 16,364,832 of which are issued and outstanding immediately prior to the Closing; and 13,962,261 of which are designated Series D Preferred Stock, 13,353,333 of which are issued and outstanding immediately prior to the Closing; and 17,956,252 of which are designated Series E Preferred Stock, 8,969,836 of which are issued and outstanding immediately prior to the Closing. All such issued and outstanding shares have been duly authorized and validly issued in compliance with applicable laws, and are fully paid and nonassessable.

The Company has reserved: (i) 17,956,252 shares of Series E Preferred for issuance hereunder and 17,956,252 shares of Common Stock for issuance upon conversion of such shares of Series E Preferred; (ii) 13,353,333 shares of Common Stock for issuance upon conversion of the outstanding shares of Series D Preferred; (iii) 408,928 shares of Series D Preferred for issuance upon exercise of outstanding warrants and 408,928 shares of Common Stock for issuance upon conversion of such Series D Preferred; (iv) 16,364,832 shares of Common Stock for issuance upon conversion of the outstanding shares of Series C Preferred Stock; (v) 289,792shares of Series C Preferred Stock for issuance upon exercise of outstanding warrants and 289,792 shares of Common Stock for issuance upon conversion of such Series C Preferred Stock; (vi) 6,460,675 shares of Common Stock for issuance upon conversion of the outstanding Series B Preferred Stock; (vii) 2,727,273 shares of Common Stock for issuance upon conversion of the outstanding Series A Preferred Stock; and (viii) an aggregate of 12,800,000 shares of Common Stock for issuance to

employees and consultants of the Company pursuant to the Company's 1999 Stock Option Plan, pursuant to which options to purchase 7,247,691 shares are granted and outstanding and 1,518,223 shares are available for future grant. As of the date hereof and after giving effect to the purchase of Shares hereunder, each share of each series of the Company's Preferred Stock is convertible into one share of the Company's Common Stock. Other than with respect to the shares reserved for issuance in this paragraph, or as set forth in the Ancillary Agreements (as defined below), there are no outstanding rights, options, warrants, conversion rights, preemptive rights, rights of first refusal or similar rights for the purchase or acquisition from the Company of any securities of the Company. There are no outstanding obligations of the Company to repurchase or redeem any of its securities."

5. Amendment to Section 2.16. Solely in connection with the sale of Additional Shares pursuant to this Amendment, Section 2.16 (Financial Statements) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"The Company has made available to each Purchaser its audited balance sheet dated as of December 31, 2004. The Company has also made available to each Purchaser unaudited balance sheets dated December 31, 2005 and December 31, 2006 and the unaudited statements of operations for the fiscal years then ended (collectively, the "**Financial Statements**"). The Financial Statements are complete and correct in all material respects and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated. The Financial Statements accurately set out and describe the financial condition and operating results of the Company as of the date, and during the periods, indicated therein. Except as set forth in the Financial Statements, the Company has no material liabilities, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to December 31, 2006 and (ii) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in the Financial Statements, which, in both cases, individually or in the aggregate are not material to the financial condition or operating results of the Company."

6. Deletion of Sections 6.9 and 6.11. Solely in connection with the sale of Additional Shares pursuant to this Amendment, the Purchase Agreement is hereby amended to delete Section 6.9 (Finder's Fee) and Section 6.11 (Waiver of Conflict), each in its entirety.

7. Amendment to Section 6.10. Solely in connection with the sale of Additional Shares pursuant to this Amendment, Section 6.10 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"6.10 Expenses. The Company and each Purchaser shall bear its own expenses and legal fees incurred on its behalf with respect to this Agreement and the transactions contemplated hereby, *provided*, *however*, that if a Closing is effected, the Company shall reimburse the reasonable documented fees of one counsel for the Purchasers, such amount not to exceed $25,000, by wire transfer at such Closing."

8. Addition of Section 6.17. The Purchase Agreement is hereby amended to add the following Section 6.17 which reads in its entirety as follows:

"6.17 Reincorporation. Each Purchaser hereunder acknowledges that the Company completed a reincorporation into the State of Delaware on July 18, 2007 and each Purchaser hereby consents to the assignment of this Agreement to Fluidigm Corporation, a Delaware corporation effective as of July 18, 2007."

9. Restated Certificate. All references in the Purchase Agreement to the term "Restated Articles" are hereby deleted and replaced with the term "Restated Certificate."

10. Governing Law. This Amendment shall be governed in all respects by the laws of the State of California, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions.

11. Purchase Agreement. Wherever necessary, all other terms of the Purchase Agreement are hereby amended to be consistent with the terms of this Amendment. Except as specifically set forth herein, the Purchase Agreement shall remain in full force and effect.

12. Counterparts; Facsimile. This Amendment may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one instrument. Executed signatures transmitted via facsimile will be accepted and considered duly executed.

13. Effect of Execution of Amendment by Certain Purchasers. This Amendment, when executed and delivered by the Company and a Purchaser purchasing shares of Series E Preferred at a Subsequent Closing held on or after the date hereof, shall also constitute and shall be deemed a counterpart signature page to the Purchase Agreement. Consequently, each undersigned Purchaser purchasing shares of Series E Preferred at a Subsequent Closing held on or after the date hereof acknowledges and agrees that he, she or it is bound by the terms and conditions contained in the Purchase Agreement, as amended by this Amendment, with respect to the purchase of such shares.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

COMPANY:

FLUIDIGM CORPORATION
a Delaware corporation

By: /s/ Gajus Worthington
Gajus Worthington,
President and Chief Executive Officer

[Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

FIDELITY CONTRAFUND:
FIDELITY ADVISOR NEW INSIGHTS FUND

By: /s/ Gary Ryan

Name: Gary Ryan

Title: Assistant Treasurer

FIDELITY CONTRAFUND: FIDELITY CONTRAFUND

By: /s/ Gary Ryan

Name: Gary Ryan

Title: Assistant Treasurer

VARIABLE INSURANCE PRODUCTS FUND II:
CONTRAFUND PORTFOLIO

By: /s/ Gary Ryan

Name: Gary Ryan

Title: Assistant Treasurer

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

LEERINK SWANN HOLDINGS, LLC

By: /s/ Jeffrey A. Leerink

Name: Jeffrey A. Leerink

Title: Chief Executive Officer

LEERINK SWANN HOLDINGS, LLC
CO-INVESTMENT FUND, LLC

By: /s/ Donald D. Notman, Jr.

Name: Donald D. Notman, Jr.

Title: Managing Director

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

CROSS CREEK CAPITAL, L.P.

By: Cross Creek Capital GP, L.P.
Its Sole General Partner

By: Cross Creek Capital, LLC
Its Sole General Partner

By: Wasatch Advisors, Inc.
Its Sole Member

By: /s/ Karey Barker

Name: Karey Barker

Title: Vice President

CROSS CREEK CAPITAL EMPLOYEES' FUND, L.P.

By: Cross Creek Capital GP, L.P.
Its Sole General Partner

By: Cross Creek Capital, LLC
Its Sole General Partner

By: Wasatch Advisors, Inc.
Its Sole Member

By: /s/ Karey Barker

Name: Karey Barker

Title: Vice President

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

WASATCH FUNDS, INC.

By: Wasatch Advisors, Inc.
Its Sole Member

By: /s/ Dan Thurber

Name: Dan Thurber

Title: Vice President

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

SMALLCAP WORLD FUND, INC.

By: Capital Research and Management Company, its, investment adviser

By: /s/ Michael Downer

Name: Michael Downer

Title: ____________________

[***Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement***]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

ALLIANCEBERNSTEIN VENTURE FUND I, L.P.

By: **AllianceBernstein ESG Venture Management, L.P., its general partner**

By: **AllianceBernstein Global Derivatives Corporation, its general partner**

By: /s/ James D. Kiggen

Name: James D. Kiggen

Title: Senior Vice President

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

VERSANT AFFILIATES FUND 1-A, L.P.
VERSANT AFFILIATES FUND1-B, L.P.
VERSANT SIDE FUND I, L.P.
VERSANT VENTURE CAPITAL I, L.P.

By: Versant Ventures I, LLC
its General Partner

By: /s/ Samuel D. Colella

Name: Samuel D. Colella

Title: Managing Director

[***Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement***]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

LEHMAN BROTHERS HEALTHCARE VENTURE CAPITAL L.P.

By: Lehman Brothers HealthCare Venture Capital Associates L.P., its General Partner

By: LB I Group Inc., its General Partner

By: /s/ Steven Berkenfeld
Name: Steven Berkenfeld
Its: Senior Vice President

LEHMAN BROTHERS P.A. LLC

By: /s/ Steven Berkenfeld
Name: Steven Berkenfeld
Its: Senior Vice President

LEHMAN BROTHERS PARTNERSHIP ACCOUNT 2000/2001, L.P.

By: LB I Group Inc., its General Partner

By: /s/ Steven Berkenfeld
Name: Steven Berkenfeld
Its: Senior Vice President

LEHMAN BROTHERS OFFSHORE PARTNERSHIP ACCOUNT 2000/2001, L.P.

By: LB I Offshore Partners Group Ltd., its General Partner

By: /s/ Steven Berkenfeld
Name: Steven Berkenfeld
Its: Senior Vice President

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

EuclidSR Partners, L.P.

By: EuclidSR Associates, L.P.
its General Partner

By: /s/ Elaine V. Jones

Name: Elaine V. Jones

Title: General Partner

EuclidSR Biotechnology Partners, L.P.

By: EuclidSR Biotechnology Associates, L.P.
its General Partner

By: /s/ Elaine V. Jones

Name: Elaine V. Jones

Title: General Partner

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

INTERWEST PARTNERS VII, L.P.

By: InterWest Management Partners VII, LLC
its General Partner

By: /s/ Michael Sweeney

Name: Michael Sweeney

Title: As agent for the general partner

INTERWEST INVESTORS VII, L.P.

By: InterWest Management Partners VII, LLC
its General Partner

By: /s/ Michael Sweeney

Name: Michael Sweeney

Title: As agent for the general partner

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

LILLY BIOVENTURES, ELI LILLY & COMPANY

By: /s/ Darren J. Carroll

Name: Darren J. Carroll

Title: Executive Director

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

/s/ Bruce Burrows

BRUCE BURROWS

[***Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement***]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

BIOMEDICAL SCIENCES INVESTMENT FUND PTE LTD

By: /s/ Chu Swee Yeok

Name: Chu Swee Yeok

Title: Director

SINGAPORE BIO-INNOVATIONS PTE LTD

By: /s/ Sim Sze Kuan

Name: Sim Sze Kuan

Title: Director

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

INVUS, L.P.

By: Invus Advisors LLC
General Partner of Invus LP

By: /s/ Aflalo Guimaraes

Name: Aflalo Guimaraes

Title: Managing Director

[*Signature Page to Amendment No. 2 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement*]

EXHIBIT A
SCHEDULE OF PURCHASERS
SERIES E PREFERED STOCK FINANCING
OCTOBER 10, 2007

Name	Shares of Series E Preferred Stock	Purchase Price
FIDELITY CONTRAFUND:		
FIDELITY ADVISOR NEW INSIGHTS FUND	481,170	$ 1,924,679.00
FIDELITY CONTRAFUND: FIDELITY CONTRAFUND	4,389,865	$ 17,559,461.00
VARIABLE INSURANCE PRODUCTS FUND II:		
CONTRAFUND PORTFOLIO	1,378,965	$ 5,515,860.00
LEERICK SWANN HOLDINGS, LLC	62,500	$ 250,000.00
LEERICK SWANN CO-INVESTMENT FUND, LLC	78,750	$ 315,000.00
TOTALS	**6,391,250**	**$ 25,565,000.00**

FLUIDIGM CORPORATION

AMENDMENT NO. 3 TO
SERIES E PREFERRED STOCK PURCHASE AGREEMENT

This Amendment No. 3 (the "**Amendment**") to that certain Series E Preferred Stock Purchase Agreement, dated as of June 13, 2006, as amended December 22, 2006 and further amended October 10, 2007, by and among Fluidigm Corporation, a California corporation ("**Fluidigm California**") and the Purchasers named therein (the "**Purchase Agreement**"), is made and entered into effective as of October 26, 2007 (the "**Effective Date**") by and among Fluidigm Corporation, a Delaware corporation (the "**Company**"), and the Purchasers named herein. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

RECITALS

WHEREAS, Fluidigm California previously sold and issued an aggregate of 1,250,000 shares of Series E Preferred Stock (the "**Series E Preferred**") pursuant to the terms of the Purchase Agreement at the Initial Closing held on June 13, 2006, an additional 4,284,749 shares of Series E Preferred at a Subsequent Closing held on December 22, 2006, an additional 480,750 shares of Series E Preferred at a Subsequent Closing held on March 30, 2007, and an additional 6,391,250 shares of Series E Preferred at a Subsequent Closing held on October 10, 2007;

WHEREAS, on July 18, 2007, Fluidigm California was merged with and into the Company, with the Company being the surviving corporation such that the Company succeeded to all of Fluidigm California's rights and obligations under the Purchase Agreement and all outstanding shares of Series E Preferred of Fluidigm California were exchanged on a one for one basis for shares of Series E Preferred of the Company;

WHEREAS, the Company and the Purchasers now desire to amend the terms of the Purchase Agreement to provide that the Company may sell and issue up to 2,153,695 additional shares of Series E Preferred (the "**Additional Shares**") pursuant to the Purchase Agreement, at one or more additional Subsequent Closings, provided that any such additional Subsequent Closings shall take place no later than December 31, 2007.

WHEREAS, pursuant to Section 6.5 of the Purchase Agreement, the terms of the Purchase Agreement may be amended upon the written consent of the Company and the holder or holders of greater than fifty percent (50%) of the outstanding Shares or the Conversion Shares;

WHEREAS, the Purchasers who have signed below hold greater than fifty percent (50%) of the outstanding Shares purchased under the Purchase Agreement as of the Effective Date and consent to the changes as set forth in this Amendment;

WHEREAS, in connection with the execution of this Amendment, the Company is amending the Amended and Restated Certificate of Incorporation of the Company to increase the number of authorized shares of capital stock of the Company to facilitate the sale of the Additional Shares.

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

AGREEMENT

1. Amendment to Section 1.1. Section 1.1 (Authorization of the Shares) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"1.1 Authorization of the Shares. The Company will on or before the Closing (as defined below) authorize the sale and issuance pursuant to this Agreement of up to 18,498,531 shares (the "**Shares**") of its Series E Preferred Stock (the "**Series E Preferred**"), having the rights, preferences and privileges as set forth in the Amended and Restated Certificate of Incorporation, as amended by a Certificate of Amendment to Amended and Restated Certificate of Incorporation dated October 10, 2007 and a Certificate of Amendment to Amended and Restated Certificate of Incorporation dated October 26, 2007, as attached hereto as EXHIBITS B-1 AND B-2, respectively (together for purposes of this Agreement, the "**Restated Certificate**")."

2. Amendment to Section 2.4. Solely in connection with the sale of Additional Shares pursuant to this Amendment, Section 2.4 (Capitalization) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"The authorized capital stock of the Company consists, or immediately prior to the Closing will consist, of 87,385,839 shares of Common Stock ("**Common Stock**"), of which 9,760,848 shares are issued and outstanding immediately prior to the Closing and 60,114,780 shares of Preferred Stock ("**Preferred Stock**"), 2,727,273 of which are designated Series A Preferred Stock of which 2,727,273 are outstanding immediately prior to the Closing; 6,460,675 of which are designated Series B Preferred Stock of which 6,460,675 are outstanding immediately prior to the Closing; 16,854,624 of which are designated Series C Preferred Stock, 16,364,832 of which are issued and outstanding immediately prior to the Closing; and 13,962,261 of which are designated Series D Preferred Stock, 13,353,333 of which are issued and outstanding immediately prior to the Closing; and 20,109,947 of which are designated Series E Preferred Stock, 15,361,086 of which are issued and outstanding immediately prior to the Closing. All such issued and outstanding shares have been duly

authorized and validly issued in compliance with applicable laws, and are fully paid and nonassessable.

The Company has reserved: (i) 18,498,531 shares of Series E Preferred for issuance hereunder and 20,109,947 shares of Common Stock for issuance upon conversion of all shares of Series E Preferred; (ii) 13,353,333 shares of Common Stock for issuance upon conversion of the outstanding shares of Series D Preferred; (iii) 408,928 shares of Series D Preferred for issuance upon exercise of outstanding warrants and 408,928 shares of Common Stock for issuance upon conversion of such Series D Preferred; (iv) 16,364,832 shares of Common Stock for issuance upon conversion of the outstanding shares of Series C Preferred Stock; (v) 289,792 shares of Series C Preferred Stock for issuance upon exercise of outstanding warrants and 289,792 shares of Common Stock for issuance upon conversion of such Series C Preferred Stock; (vi) 6,460,675 shares of Common Stock for issuance upon conversion of the outstanding Series B Preferred Stock; (vii) 2,727,273 shares of Common Stock for issuance upon conversion of the outstanding Series A Preferred Stock; and (viii) an aggregate of 12,800,000 shares of Common Stock for issuance to employees and consultants of the Company pursuant to the Company's 1999 Stock Option Plan, pursuant to which options to purchase 7,247,691 shares are granted and outstanding and 1,518,223 shares are available for future grant. As of the date hereof and after giving effect to the purchase of Shares hereunder, each share of each series of the Company's Preferred Stock is convertible into one share of the Company's Common Stock. Other than with respect to the shares reserved for issuance in this paragraph, or as set forth in the Ancillary Agreements (as defined below), there are no outstanding rights, options, warrants, conversion rights, preemptive rights, rights of first refusal or similar rights for the purchase or acquisition from the Company of any securities of the Company. There are no outstanding obligations of the Company to repurchase or redeem any of its securities."

3. Amendment to Section 2.16. Solely in connection with the sale of Additional Shares pursuant to this Amendment, Section 2.16 (Financial Statements) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"The Company has made available to each Purchaser its audited balance sheet dated as of December 31, 2004. The Company has also made available to each Purchaser unaudited balance sheets dated December 31, 2005 and December 31, 2006 and the unaudited statements of operations for the fiscal years then ended (collectively, the "**Financial Statements**"). The Financial Statements are complete and correct in all material respects and have been prepared in accordance with generally

accepted accounting principles applied on a consistent basis throughout the periods indicated. The Financial Statements accurately set out and describe the financial condition and operating results of the Company as of the date, and during the periods, indicated therein. Except as set forth in the Financial Statements, the Company has no material liabilities, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to December 31, 2006 and (ii) obligations under contracts and commitments incurred in the ordinary course of business and not required under generally accepted accounting principles to be reflected in the Financial Statements, which, in both cases, individually or in the aggregate are not material to the financial condition or operating results of the Company."

4. Governing Law. This Amendment shall be governed in all respects by the laws of the State of California, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions.

5. Purchase Agreement. Wherever necessary, all other terms of the Purchase Agreement are hereby amended to be consistent with the terms of this Amendment. Except as specifically set forth herein, the Purchase Agreement shall remain in full force and effect.

6. Counterparts; Facsimile. This Amendment may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one instrument. Executed signatures transmitted via facsimile will be accepted and considered duly executed.

7. Effect of Execution of Amendment by Certain Purchasers. This Amendment, when executed and delivered by the Company and a Purchaser purchasing shares of Series E Preferred at a Subsequent Closing held on or after the date hereof, shall also constitute and shall be deemed a counterpart signature page to the Purchase Agreement. Consequently, each undersigned Purchaser purchasing shares of Series E Preferred at a Subsequent Closing held on or after the date hereof acknowledges and agrees that he, she or it is bound by the terms and conditions contained in the Purchase Agreement, as amended by this Amendment, with respect to the purchase of such shares.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

COMPANY:

FLUIDIGM CORPORATION
a Delaware corporation

By: /s/ Gajus Worthington
Gajus Worthington,
President and Chief Executive Officer

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

FIDELITY CONTRAFUND:
FIDELITY ADVISOR NEW INSIGHTS FUND

By: /s/ Peter Lydecker

Name: Peter Lydecker

Title: Assistant Treasurer

FIDELITY CONTRAFUND: FIDELITY CONTRAFUND

By: /s/ Peter Lydecker

Name: Peter Lydecker

Title: Assistant Treasurer

VARIABLE INSURANCE PRODUCTS FUND II:
CONTRAFUND PORTFOLIO

By: /s/ Peter Lydecker

Name: Peter Lydecker

Title: Assistant Treasurer

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

LEERINK SWANN HOLDINGS, LLC

By: /s/ Jeffrey Leerink

Name: Jeffrey Leerink

Title: Chairman

LEERINK SWANN HOLDINGS, LLC
CO-INVESTMENT FUND, LLC

By: /s/ Donald D. Notman, Jr.

Name: Donald D. Notman, Jr.

Title: Managing Director

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

CROSS CREEK CAPITAL, L.P.

By: Cross Creek Capital GP, L.P.
Its Sole General Partner

By: Cross Creek Capital, LLC
Its Sole General Partner

By: Wasatch Advisors, Inc.
Its Sole Member

By: /s/ Karey Barker

Name: Karey Barker

Title: Vice President

CROSS CREEK CAPITAL EMPLOYEES' FUND, L.P.

By: Cross Creek Capital GP, L.P.
Its Sole General Partner

By: Cross Creek Capital, LLC
Its Sole General Partner

By: Wasatch Advisors, Inc.
Its Sole Member

By: /s/ Karey Barker

Name: Karey Barker

Title: Vice President

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

WASATCH FUNDS, INC.

By: Wasatch Advisors, Inc.
Its Sole Member

By: /s/ Venice Edwards

Name: Venice Edwards

Title: Secretary

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

SMALLCAP WORLD FUND, INC.

By:	**Capital Research and Management Company, its, investment adviser**
By:	/s/ Paul Haaga
Name:	Paul Haaga
Title:	

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

ALLIANCEBERNSTEIN VENTURE FUND I, L.P.

By:	**AllianceBernstein ESG Venture Management, L.P., its general partner**
By:	**AllianceBernstein Global Derivatives Corporation, its general partner**
By:	/s/ James D. Kiggen
Name:	James D. Kiggen
Title:	Senior Vice President

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

VERSANT AFFILIATES FUND 1-A, L.P.
VERSANT AFFILIATES FUND1-B, L.P.
VERSANT SIDE FUND I, L.P.
VERSANT VENTURE CAPITAL I, L.P.

By: Versant Ventures I, LLC
its General Partner

By: /s/ Samuel D. Colella

Name: Samuel D. Colella

Title: Managing Director

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

LEHMAN BROTHERS HEALTHCARE VENTURE CAPITAL L.P.

By: Lehman Brothers HealthCare Venture Capital Associates L.P., its General Partner
By: LB I Group Inc., its General Partner

By: /s/ Ashvin Rao
Name: Ashvin Rao
Its: Vice President

LEHMAN BROTHERS P.A. LLC

By: /s/ Deborah Nordell
Name: Deborah Nordell
Its: Vice President

LEHMAN BROTHERS PARTNERSHIP ACCOUNT 2000/2001, L.P.

By: LB I Group Inc., its General Partner

By: /s/ Ashvin Rao
Name: Ashvin Rao
Its: Vice President

LEHMAN BROTHERS OFFSHORE PARTNERSHIP ACCOUNT 2000/2001, L.P.

By: LB I Offshore Partners Group Ltd., its General Partner

By: /s/ Ashvin Rao
Name: Ashvin Rao
Its: Vice President

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

EUCLIDSR PARTNERS, L.P.

By: EuclidSR Associates, L.P.
its General Partner

By: /s/ Elaine V. Jones

Name: Elaine V. Jones

Title: General Partner

EUCLIDSR BIOTECHNOLOGY PARTNERS, L.P.

By: EuclidSR Biotechnology Associates, L.P.
its General Partner

By: /s/ Elaine V. Jones

Name: Elaine V. Jones

Title: General Partner

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

INTERWEST PARTNERS VII, L.P.

By: InterWest Management Partners VII, LLC
its General Partner

By: /s/ Michael Sweeney

Name: Michael Sweeney

Title: As agent for the general partner

INTERWEST INVESTORS VII, L.P.

By: InterWest Management Partners VII, LLC
its General Partner

By: /s/ Michael Sweeney

Name: Michael Sweeney

Title: As agent for the general partner

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

LILLY BIOVENTURES, ELI LILLY & COMPANY

By: /s/ Darren J. Carroll

Name: Darren J. Carroll

Title: Executive Director

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

Alloy Ventures 2005, L.P.

By: Alloy Ventures 2005, LLC
its General Partner

By: /s/ Tony DiBona

Name: Toni DiBona

Title: Managing Member of Alloy Ventures 2005 LLC

Alloy Ventures 2002, L.P.
Alloy Partners 2002, L.P.

By: Alloy Ventures 2002, LLC
its General Partner

By: /s/ Tony DiBona

Name: Tony DiBona

Title: Managing Member of Alloy Ventures 2002, LLC, the general partner of Alloy Partners 2002, L.P. and Alloy Ventures 2002, L.P.

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

/s/ Bruce Burrows

BRUCE BURROWS

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

SightLine Healthcare Fund III, L.P.

By: /s/ Maureen Harder

Name: Maureen Harder

Title: Managing Director

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

BIOMEDICAL SCIENCES INVESTMENT FUND PTE LTD

By: /s/ Chu Swee Yeok

Name: Chu Swee Yeok

Title: Director

SINGAPORE BIO-INNOVATIONS PTE LTD

By: /s/ Sim Sze Kuan

Name: Sim Sze Kuan

Title: Director

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the Effective Date.

PURCHASERS:

INVUS, L.P.

By: Invus Advisors LLC
General Partner of Invus LP

By: /s/ Aflalo Guimaraes

Name: Aflalo Guimaraes

Title: Managing Director

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

EXHIBIT A
SCHEDULE OF PURCHASERS
SERIES E PREFERRED STOCK FINANCING – SECOND EXTENDED CLOSING
OCTOBER 26, 2007

Name	Shares of Series E Preferred Stock	Purchase Price
CLIPPERBAY & CO.		
SMALLCAP World Fund, Inc.	2,153,695	$8,614,780.00
TOTALS	**2,153,695**	**$8,614,780.00**

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the 31st day of December, 2007.

COMPANY:	**FLUIDIGM CORPORATION** a Delaware corporation
	By: /s/ Gajus Worthington Gajus Worthington, President and Chief Executive Officer

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 3 to Series E Preferred Stock Purchase Agreement as of the 31st day of December, 2007.

PURCHASER:

/s/ Bruce Burrows

Bruce Burrows

[Signature Page to Amendment No. 3 to Fluidigm Corporation Series E Preferred Stock Purchase Agreement]

EXHIBIT A
SCHEDULE OF PURCHASER
SERIES E PREFERRED STOCK FINANCING – THIRD EXTENDED CLOSING
DECEMBER 31, 2007

Name	Shares of Series E Preferred Stock	Purchase Price
BRUCE BURROWS	250,000	$1,000,000.00
TOTALS	**250,000**	**$1,000,000.00**

EXHIBIT B

FORM OF AMENDED AND RESTATED ARTICLES OF INCORPORATION

FORM OF AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF

FLUIDIGM CORPORATION

Gajus V. Worthington and William Smith each certify that:

1. They are the President and Secretary, respectively, of Fluidigm Corporation, a California corporation (the "**Corporation**").

2. The Amended and Restated Articles of Incorporation of the Corporation are hereby amended and restated in full to read as set forth in EXHIBIT A attached hereto, which is incorporated by reference as if fully set forth herein.

3. Said Amended and Restated Articles of Incorporation have been duly approved by the Corporation's Board of Directors.

4. Said Amended and Restated Articles of Incorporation have been duly approved by the required vote of shareholders in accordance with Sections 902 and 903 of the Corporations Code. The total number of outstanding shares of the corporation is 9,274,356 shares of Common Stock, 2,727,273 shares of Series A Preferred Stock, 6,460,675 shares of Series B Preferred Stock, 16,364,832 shares of Series C Preferred Stock, and 11,714,048 shares of Series D Preferred Stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding Common Stock, voting as a single class; more than 50% of the outstanding Series A Preferred Stock, voting as a single class; at least 66²/₃% of the outstanding Series B Preferred Stock, voting as a single class; at least 66²/₃% of the outstanding Series C Preferred Stock, voting as a single class; at least 60% of the outstanding Series D Preferred Stock, voting as a single class; more than 66²/₃% of the outstanding Preferred Stock, voting as a single class; and more than 50% of the outstanding Common Stock and Preferred Stock, voting together as a single class.

I further declare under penalty of perjury that the matters set forth in the foregoing certificate are true and correct of my own knowledge.

Executed at Palo Alto, California, this ___ day of June 2006.

____
Gajus V. Worthington
President

____
William M. Smith
Secretary

<u>Exhibit A</u>

FORM OF AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF

FLUIDIGM CORPORATION

ARTICLE I

The name of the corporation is Fluidigm Corporation.

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated under the California Corporations Code.

ARTICLE III

The total number of shares of stock that the corporation shall have authority to issue is One Hundred Twenty-Nine Million Five Hundred Forty-Five Thousand Ninety-Two (129,545,092) consisting of Seventy-Seven Million Eight Hundred Fifty-Seven Thousand One Hundred Forty-Four (77,857,144) shares of Common Stock, $0.001 par value per share, and Fifty-One Million Six Hundred Eighty-Seven Thousand Nine Hundred Forty-Eight (51,687,948) shares of Preferred Stock, $0.001 par value per share. The first series of Preferred Stock shall be designated “Series A Preferred Stock” and shall consist of Two Million Seven Hundred Twenty—Seven Thousand Two Hundred Seventy—Three (2,727,273) shares. The second series of Preferred Stock shall be designated “Series B Preferred Stock” and shall consist of Six Million Four Hundred Sixty Thousand Six Hundred Seventy-Five (6,460,675) shares. The third series of Preferred Stock shall be designated “Series C Preferred Stock” and shall consist of Seventeen Million (17,000,000) shares. The fourth series of Preferred Stock shall be designated “Series D Preferred Stock” and shall consist of Fifteen Million Five Hundred Thousand (15,500,000) shares. The fifth series of Preferred Stock shall be designated “Series E Preferred Stock” and shall consist of Ten Million (10,000,000) shares.

ARTICLE IV

The terms and provisions of the Common Stock and Preferred Stock are as follows:

1. <u>Definitions</u>. For purposes of this Article IV, the following definitions shall apply:

(a) “<u>Conversion Price</u>” shall mean $1.10 per share for the Series A Preferred Stock, $1.78 per share for the Series B Preferred Stock, $2.58 per share for the Series C Preferred

Stock, $2.80 per share for the Series D Preferred Stock, and $4.00 for the Series E Preferred Stock (each subject to adjustment from time to time as set forth elsewhere herein).

(b) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities (other than shares of Common Stock) convertible into or exchangeable for Common Stock.

(c) "Corporation" shall mean Fluidigm Corporation.

(d) "Dividend Rate" shall mean an annual rate of $0.11 per share for the Series A Preferred Stock, an annual rate of $0.18 for the Series B Preferred Stock, an annual rate of $0.26 per share for the Series C Preferred Stock, an annual rate of $0.30 per share for the Series D Preferred Stock, and an annual rate of $0.43 per share for the Series E Preferred Stock (each subject to adjustment from time to time as set forth elsewhere herein).

(e) "Liquidation Preference" shall mean $1.10 per share for the Series A Preferred Stock, $1.78 per share for the Series B Preferred Stock, $2.58 per share for the Series C Preferred Stock, $2.80 per share for the Series D Preferred Stock, and $4.00 per share for the Series E Preferred Stock (each subject to adjustment from time to time as set forth elsewhere herein).

(f) "Options" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(g) "Original Issue Price" shall mean $1.10 per share for the Series A Preferred Stock, $1.78 for the Series B Preferred Stock, $2.58 per share for the Series C Preferred Stock, $2.80 per share for the Series D Preferred Stock, and $4.00 per share for the Series E Preferred Stock (each subject to adjustment from time to time as set forth elsewhere herein).

(h) "Preferred Stock" shall mean the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series D Preferred Stock, and the Series E Preferred Stock.

2. Dividends.

(a) Series D and Series E Preferred Stock. The holders of outstanding shares of Series D Preferred Stock and the holders of outstanding shares of Series E Preferred Stock shall be entitled to receive dividends, when and as declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rates specified for such shares of Preferred Stock, payable in preference and priority to any declaration or payment of any distribution on Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Common Stock (collectively, the "**Junior Stock**") of the Corporation other than a dividend payable solely in Common Stock. No distributions shall be made with respect to the Junior Stock during any fiscal year of the Corporation, other than dividends on the Common Stock payable solely in Common Stock, until all dividends at the applicable Dividend Rate on the Series E Preferred Stock and Series D Preferred Stock have been declared and paid or set apart for payment to the holders of Series E Preferred Stock and the holders of Series D Preferred Stock. Payment of any dividends to the holders of the Series E Preferred Stock and the Series D Preferred Stock shall be on a pro rata, pari passu basis in proportion to the Dividend Rates for the Series E Preferred Stock and Series D Preferred Stock, as applicable.

The right to receive dividends on shares of Series E Preferred Stock and Series D Preferred Stock shall not be cumulative, and no right to such dividends shall accrue to holders of Series E Preferred Stock and Series D Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any year.

(b) Series C Preferred Stock. The holders of outstanding shares of Series C Preferred Stock shall be entitled to receive dividends, when and as declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any distribution on Series A Preferred Stock, Series B Preferred Stock or Common Stock of the Corporation other than a dividend payable solely in Common Stock. No distributions shall be made with respect to the Series A Preferred Stock, Series B Preferred Stock or Common Stock during any fiscal year of the Corporation, other than dividends on the Common Stock payable solely in Common Stock, until all dividends at the applicable Dividend Rate on the Series C Preferred Stock have been declared and paid or set apart for payment to the holders of Series C Preferred Stock. The right to receive dividends on shares of Series C Preferred Stock shall not be cumulative, and no right to such dividends shall accrue to holders of Series C Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any year.

(c) Series A Preferred Stock and Series B Preferred Stock. The holders of outstanding shares of Series A Preferred Stock and the holders of outstanding shares of Series B Preferred Stock shall be entitled to receive dividends, when and as declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any distribution on Common Stock of the Corporation other than a dividend payable solely in Common Stock. No distributions shall be made with respect to the Common Stock, other than dividends payable solely in Common Stock, until all dividends at the applicable Dividend Rate on the Preferred Stock have been declared and paid or set apart for payment to the Preferred Stock holders. Payment of any dividends to the holders of the Series A Preferred Stock and Series B Preferred Stock shall be on a pro rata, pari passu basis in proportion to the Dividend Rates for the Series A Preferred Stock and Series B Preferred Stock, as applicable. The right to receive dividends on shares of Series A Preferred Stock and Series B Preferred Stock shall not be cumulative, and no right to such dividends shall accrue to holders of Series A Preferred Stock or Series B Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any year.

(d) Distribution. For purposes of this Section 2, unless the context otherwise requires, a "**distribution**" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, payable other than in Common Stock, or the purchase or redemption of shares of the Corporation other than (i) repurchase of shares of Common Stock issued to or held by employees, consultants, officers and directors of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase and at the original purchase price paid by such employees, consultants, officers and directors; and (ii) repurchase of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such rights, provided that such repurchase is unanimously approved by the Board of Directors; and (iii) any other repurchase or redemption of capital stock of the corporation unanimously approved by the Board of Directors and approved by the holders of the majority of the

Common Stock and the holders of more than two-thirds (2/3) of the outstanding shares of the Preferred Stock, voting as separate classes.

(e) Common Stock. Dividends may be paid on the Common Stock as and when declared by the Board of Directors, subject to the prior dividend rights of the Preferred Stock and Section 6 below.

(f) Non-Cash Distributions. Whenever a distribution provided for in this Section 2 shall be payable in property other than cash, the value of such distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

(g) Consent to Certain Repurchases. As authorized by Section 402.5(c) of the California Corporations Code, Sections 502 and 503 of the California Corporations Code shall not apply with respect to payments made by the Corporation in connection with (i) repurchase of shares of Common Stock issued to or held by employees, consultants, officers and directors of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase and at the original purchase price paid by such employees, consultants, officers and directors, and (ii) repurchase of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such rights, provided that such repurchase is unanimously approved by the Board of Directors, and (iii) any other repurchase or redemption of Common Stock unanimously approved by the Board of Directors and approved by the holders of more than two-thirds (2/3) of the outstanding shares of Preferred Stock voting together as a single class.

3. Liquidation Rights.

In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, distribution of the assets of the Corporation legally available for distribution to the Corporation's shareholders shall be made in the following manner:

(a) Series E Liquidation Preference. The holders of the Series E Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of the Common Stock, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, or the Series D Preferred Stock, by reason of their ownership of such stock, an amount per share for each share of Series E Preferred Stock held by them equal to the sum of (i) the Liquidation Preference for such shares and (ii) all declared and unpaid dividends on such share of Series E Preferred Stock. If the assets of the Corporation legally available for distribution to the holders of the Series E Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(a), then the entire assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among the holders of the Series E Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a).

(b) Series D Liquidation Preference. After payment to the holders of Series E Preferred Stock of the full amounts specified in Section 3(a) above, the holders of the Series D Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the

assets of the Corporation to the holders of the Common Stock, the Series A Preferred Stock, the Series B Preferred Stock or the Series C Preferred Stock by reason of their ownership of such stock, an amount per share for each share of Series D Preferred Stock held by them equal to the sum of (i) the Liquidation Preference for such shares and (ii) all declared and unpaid dividends on such share of Series D Preferred Stock. If the remaining assets of the Corporation legally available for distribution to the holders of Series D Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(b), then the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among the holders of the Series D Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(b).

(c) Series C Liquidation Preference. After payment to the holders of Series E Preferred Stock and to the holders of Series D Preferred Stock of the full amounts specified in Sections 3(a) and 3(b) above, the holders of the Series C Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of the Common Stock, the Series A Preferred Stock or the Series B Preferred Stock by reason of their ownership of such stock, an amount per share for each share of Series C Preferred Stock held by them equal to the sum of (i) the Liquidation Preference for such shares and (ii) all declared and unpaid dividends on such share of Series C Preferred Stock. If the remaining assets of the Corporation legally available for distribution to the holders of the Series C Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(c), then the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among the holders of the Series C Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(c).

(d) Series B Liquidation Preference. After the payment to the holders of Series E Preferred Stock, the holders of Series D Preferred Stock, and the holders of Series C Preferred Stock of the full amounts specified in Sections 3(a), 3(b), and 3(c) above, the holders of the Series B Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the remaining assets of the Corporation to the holders of the Common Stock or Series A Preferred Stock by reason of their ownership of such stock, an amount per share for each share of Series B Preferred Stock held by them equal to the sum of (i) the Liquidation Preference for such shares and (ii) all declared and unpaid dividends on such share of Series B Preferred Stock. If the remaining assets of the Corporation legally available for distribution to the holders of the Series B Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(d), then the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among the holders of the Series B Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(d).

(e) Series A Liquidation Preference. After the payment to the holders of Series E Preferred Stock, the holders of Series D Preferred Stock, the holders of Series C Preferred Stock, and the holders of Series B Preferred Stock of the full amounts specified in Sections 3(a), 3(b), 3(c) and 3(d) above, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the remaining assets of the Corporation to the holders of the Common Stock by reason of their ownership of such stock, an amount per share for each share of

Series A Preferred Stock held by them equal to the sum of (i) the Liquidation Preference for such shares and (ii) all declared and unpaid dividends on such share of Series A Preferred Stock. If the remaining assets of the Corporation legally available for distribution to the holders of the Series A Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(e), then the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among the holders of the Series A Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(e).

(f) Remaining Assets. After the payment to the holders of Preferred Stock of the full amounts specified in Sections 3(a), 3(b), 3(c), 3(d) and 3(e) above, the entire remaining assets of the Corporation legally available for distribution shall be distributed pro rata to holders of the Common Stock of the Corporation in proportion to the number of shares of Common Stock held by them.

(g) Shares Not Treated as Both Preferred Stock and Common Stock in Any Distribution. Shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any distribution, or series of distributions, as shares of Common Stock, without first foregoing participation in the distribution, or series of distributions, as shares of Preferred Stock.

(h) Reorganization. For purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, (i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any merger effected exclusively for the purpose of changing the domicile of the Corporation) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction or series of transactions continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Corporation held by such holders prior to such transaction, at least fifty percent (50%) of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; or (ii) a sale, transfer, lease or other conveyance of all or substantially all of the assets of the Corporation.

(i) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to shareholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, except that any securities to be distributed to shareholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange or the Nasdaq Stock Market System (or a similar national quotation system), then the value of the securities shall be deemed to be to the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the distribution;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the distribution; or

(iii) if there is no active public market for the securities, then the value of the securities shall be deemed to be the fair market value thereof as determined in good faith by the Board of Directors which determination shall include consideration of the illiquidity of the securities.

In the event of a merger or other acquisition of the Corporation by another entity, the distribution date shall be deemed to the date such transaction closes.

For the purposes of this Section 3(i), "**trading day**" shall mean any day on which the exchange or system on which the securities to be distributed are traded is open, and "closing prices" or "closing bid prices" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the "regular hours" trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

(a) Right to Convert. Subject to Section 4(c), each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, nonassessable shares of Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. (The number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the "**Conversion Rate**" for each such series.) Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share (i) immediately prior to the closing of a firm commitment underwritten initial public offering on Form S-1 (or successor form) filed under the Securities Act of 1933, as amended (the "**Securities Act**"), covering the offer and sale of the Corporation's Common Stock, provided that the offering price per share is not less than $5.69 (as adjusted for subdivisions and combinations of the Common Stock and changes in the Common Stock as set forth in Sections 4(e) and 4(g)) and the aggregate gross proceeds to the Corporation are not less than $25,000,000, or (ii) upon the receipt by the Corporation of a written consent or request for such conversion from the holders of two-thirds of the shares of Preferred Stock then outstanding, or, if later, the effective date for

conversion specified in such requests (each of the events referred to in (i) and (ii) being hereinafter referred to as an "**Automatic Conversion Event**").

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Board of Directors. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, he shall either surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock, or notify the Corporation or its transfer agent that such certificate or certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificate or certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock, plus any declared and unpaid dividends on the converted Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the

Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of the sale of such securities.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this Section 4(d), "**Additional Shares of Common**" shall mean all shares of Common Stock issued (or, pursuant to Section 4(d)(iii), deemed to be issued) by the Corporation after the filing of these Articles of Incorporation, other than:

(1) [omitted];

(2) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants and other service providers to, the Corporation pursuant to stock grants, option plans, purchase plans or other employee stock incentive programs or arrangements approved by the Board of Directors or upon exercise of options or warrants granted to such parties pursuant to any such plan, program or arrangement;

(3) shares of Common Stock issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the date of the filing of these Articles of Incorporation;

(4) shares of Common Stock issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to Section 4(e), 4(f) or 4(g) hereof;

(5) shares of Common Stock issued in a registered public offering under the Securities Act pursuant to which all outstanding shares of Preferred Stock are automatically converted into Common Stock pursuant to an Automatic Conversion Event;

(6) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided, that such issuances are unanimously approved by the Board of Directors;

(7) shares of Common Stock issued or issuable to banks, equipment lessors or other financial institutions pursuant to a commercial leasing or debt financing transaction approved by the Board of Directors;

(8) shares of Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements, or strategic partnerships or relationships, if the issuance is approved by the Board of Directors; and

(9) shares of Common Stock issued or issuable upon conversion of up to $18 million in aggregate principal amount (plus interest) of convertible promissory notes originally issued or issuable to Biomedical Sciences Investment Fund Pte Ltd. or its affiliates ("BMSIF") and upon conversion of up to $3 million in aggregate principal amount (plus interest) of convertible promissory notes originally issued or issuable to Invus, L.P. or its affiliates, *provided*

that with respect to any shares of Common Stock issued or issuable upon conversion of convertible promissory notes issued or issuable to BMSIF after the filing of these Articles of Incorporation with an aggregate principal amount in excess of $3.0 million, such shares of Common Stock shall only be excluded from the definition of Additional Shares of Common pursuant to this section if and to the extent the applicable conversion price for such shares equals or exceeds $3.60 (as adjusted for stock splits, subdivisions, combinations or stock dividends).

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to Section 4(d)(vii)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to such issue, for such series of Preferred Stock.

(iii) Deemed Issue of Additional Shares of Common. In the event the Corporation at any time or from time to time after the date of the filing of these Articles of Incorporation shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Conversion Price of the Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities pursuant to the terms of such Options or Convertible Securities;

(2) if no adjustment in the Conversion Price of the Preferred Stock was made upon the original issue of (or upon the occurrence of a record date with respect to) such Options or Convertible Securities and such Options or Convertible Securities are revised to provide, or by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Corporation, or any increase or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, then such Options or Convertible Securities as so revised (and the Additional Shares of Common subject thereto) shall be deemed to have been issued effective upon such increase or decrease becoming effective;

(3) if such Options or Convertible Securities are revised to provide, or by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Corporation, or any increase or decrease in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Conversion Price of the Preferred Stock computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon,

shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(4) no readjustment pursuant to clause (3) above shall have the effect of increasing the Conversion Price of the Preferred Stock to an amount which exceeds the lower of (i) the Conversion Price of the Preferred Stock on the original adjustment date, or (ii) the Conversion Price of the Preferred Stock that would have resulted from any issuance of Additional Shares of Common between the original adjustment date and such readjustment date;

(5) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(A) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(B) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(d)(vii)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(6) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this Section 4(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price of Series E Preferred Stock Upon Issuance of Additional Shares of Common.

(1) For so long as the Conversion Price of the Series E Preferred Stock is greater than $2.58 (as adjusted for subdivisions and combinations of the Common Stock and changes in the Common Stock as set forth in Sections 4(e) and 4(g)) (the “**Series D/E Ratchet Amount**”), in the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii)) for a consideration

per share less than the applicable Conversion Price of the Series E Preferred Stock in effect on the date of and immediately prior to such issue, but for a consideration per share equal to or greater than the Series D/E Ratchet Amount, then the Conversion Price of the Series E Preferred Stock shall be reduced concurrently with such issue to a price (calculated to the nearest cent) equal to the per share price of the Additional Shares of Common.

(2) In the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii)) without consideration or for a consideration per share less than the Series D/E Ratchet Amount, then the Conversion Price of the Series E Preferred Stock immediately prior to such issue shall be deemed to be equal to the Series D/E Ratchet Amount (the "**Series E Adjusted Conversion Price**"), and such Series E Adjusted Conversion Price shall be further reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Series E Adjusted Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Adjusted Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. For the purposes of this Section 4(d)(iv)(2), all shares of Common Stock issuable upon exercise of outstanding Options or the conversion of outstanding Convertible Securities and shares of Preferred Stock, and all Additional Shares of Common deemed issued pursuant to Section 4(d)(iii) hereof, shall be deemed to be outstanding. Section 4(d)(iv)(3) shall govern adjustments to the Conversion Price of the Series E Preferred Stock after the first adjustment to the Conversion Price of the Series E Preferred Stock pursuant to this Section 4(d)(iv)(2).

(3) After any adjustment to the Conversion Price of the Series E Preferred Stock pursuant to Section 4(d)(iv)(2), in the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii)) without consideration or for a consideration per share less than Conversion Price of the Series E Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the Series E Preferred Stock shall be reduced concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. For the purposes of this Section 4(d)(iv)(3), all shares of Common Stock issuable upon exercise of outstanding Options or the conversion of outstanding Convertible Securities and shares of Preferred Stock, and all Additional Shares of Common deemed issued pursuant to Section 4(d)(iii) hereof, shall be deemed to be outstanding.

(v) Adjustment of Conversion Price of Series D Preferred Stock Upon Issuance of Additional Shares of Common.

(1) For so long as the Conversion Price of the Series D Preferred Stock is greater than the Series D/E Ratchet Amount, in the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii)) for a consideration per share less than the applicable Conversion Price of the Series D Preferred Stock in effect on the date of and immediately prior to such issue, but for a consideration per share equal to or greater than the Series D/E Ratchet Amount, then the Conversion Price of the Series D Preferred Stock shall be reduced concurrently with such issue to a price (calculated to the nearest cent) equal to the per share price of the Additional Shares of Common.

(2) In the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii)) without consideration or for a consideration per share less than the Series D/E Ratchet Amount, then the Conversion Price of the Series D Preferred Stock immediately prior to such issue shall be deemed to be equal to the Series D/E Ratchet Amount (the "**Series D Adjusted Conversion Price**"), and such Series D Adjusted Conversion Price shall be further reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Series D Adjusted Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Series D Adjusted Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. For the purposes of this Section 4(d)(v)(2), all shares of Common Stock issuable upon exercise of outstanding Options or the conversion of outstanding Convertible Securities and shares of Preferred Stock, and all Additional Shares of Common deemed issued pursuant to Section 4(d)(iii) hereof, shall be deemed to be outstanding. Section 4(d)(v)(3) shall govern adjustments to the Conversion Price of the Series D Preferred Stock after the first adjustment to the Conversion Price of the Series D Preferred Stock pursuant to this Section 4(d)(v)(2).

(3) After any adjustment to the Conversion Price of the Series D Preferred Stock pursuant to Section 4(d)(v)(2), in the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii)) without consideration or for a consideration per share less than Conversion Price of the Series D Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the Series D Preferred Stock shall be reduced concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. For the purposes of this Section 4(d)(v)(3), all shares of Common Stock issuable upon exercise of outstanding Options or the conversion of outstanding Convertible

Securities and shares of Preferred Stock, and all Additional Shares of Common deemed issued pursuant to Section 4(d)(iii) hereof, shall be deemed to be outstanding.

(vi) Adjustment of Conversion Price of Series A, B and C Preferred Stock. In the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of the Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock (if affected) shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. For the purposes of this Section 4(d)(vi), all shares of Common Stock issuable upon exercise of outstanding Options or the conversion of outstanding Convertible Securities and shares of Preferred Stock, and all Additional Shares of Common deemed issued pursuant to Section 4(d)(iii) hereof, shall be deemed to be outstanding.

(vii) Determination of Consideration. For purposes of this Section 4(d), the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) Cash and Property. Such consideration shall:

(A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issue (or deemed issue);

(B) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors; and

(C) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as reasonably determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to Section 4(d)(iii) shall be determined by dividing

(X) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating

thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(Y) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(e) Adjustments for Subdivisions or Combinations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 3 above ("**Liquidation Rights**"), if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such series of Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) No Impairment. The Corporation will not through any reorganization, transfer of assets, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek

to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of Preferred Stock against impairment. Notwithstanding the foregoing, nothing in this Section 4(h) shall prohibit the Corporation from amending its Articles of Incorporation with the requisite consent of its shareholders and the board of directors.

(i) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Preferred Stock.

(j) Notices of Record Date. In the event that this Corporation shall propose at any time:

(i) to declare any dividend or distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any transaction deemed to be a liquidation, dissolution or winding up of the corporation pursuant to Section 3(f);

then, in connection with each such event, this Corporation shall send to the holders of the Preferred Stock at least 14 days' prior written notice of the date on which a record shall be taken for such dividend or distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto) or for determining rights to vote in respect of the matters referred to in (ii) and (iii) above.

Each such written notice shall be given by first class mail, postage prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of this Corporation.

The right of the holders of the Preferred Stock to notice hereunder may be waived by the holders of more than two-thirds (²/₃) of the outstanding shares of the Preferred Stock voting together as a single class.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely

for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(l) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of more than two-thirds (2/3) of the outstanding shares of such series. Any such waiver shall bind all future holders of shares of such series of Preferred Stock.

5. Voting.

(a) Restricted Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

(b) No Series Voting. Other than as provided herein or required by law, there shall be no series voting.

(c) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(d) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

(e) Election of Directors. So long as at least 2,000,000 shares of Series D Preferred Stock (as adjusted for stock splits, subdivisions, combinations or stock dividends with respect to such shares) remain outstanding, the holders of the Series D Preferred Stock, voting as a separate class, shall be entitled to elect two (2) members of the Corporation's Board of Directors at each meeting or pursuant to each consent of the Corporation's shareholders for the election of directors. So long as at least 2,000,000 shares of Series C Preferred Stock (as adjusted for stock splits, subdivisions, combinations or stock dividends with respect to such shares) remain outstanding, the holders of Series C Preferred Stock, voting as a separate class, shall be entitled to elect three (3) members of the Corporation's Board of Directors at each meeting or pursuant to each consent of the Corporation's shareholders for the election of directors. Any additional members of the Corporation's Board of Directors shall be elected by the holders of Common Stock, Series A

Preferred Stock, Series B Preferred Stock, and Series E Preferred Stock, voting together as a single class.

6. Amendments and Changes Requiring Approval of Preferred Stock. As long as any of the Preferred Stock shall be issued and outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent as provided by law) of the holders of at least two-thirds ($^2/_3$) of the outstanding shares of the Preferred Stock voting together as a single class:

(a) amend, alter or repeal any provision of the Articles of Incorporation or By-laws of the Corporation if such action would adversely alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Preferred Stock or any series thereof;

(b) enter into any transaction or series of related transactions deemed to be a liquidation, dissolution or winding up of the Corporation pursuant to Section 3(f) above;

(c) voluntarily liquidate or dissolve;

(d) declare or pay any distribution (as defined in Section 2(d) except for distributions upon a liquidation or dissolution) with respect to the Common Stock of the Corporation;

(e) permit any subsidiary of the Corporation to sell securities to a third party (other than directors' qualifying shares in the case of subsidiaries outside the United States);

(f) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Preferred Stock;

(g) authorize or create (by reclassification or otherwise) any new class or series of capital stock having rights, preferences or privileges with respect to dividends, liquidation, redemption, conversion or other rights senior to or on a parity with any series of Preferred Stock or with respect to voting senior to any series of Preferred Stock;

(h) increase or decrease the authorized number of directors of the Corporation; or

(i) amend this Section 6.

7. Amendments and Changes Requiring the Approval of the Series E Preferred Stock.

(a) As long as any of the Series E Preferred Stock shall be issued and outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent as provided by law) of the holders of at least 60% of the outstanding shares of the Series E Preferred Stock:

(i) amend, alter or repeal any provision of the Articles of Incorporation of the Corporation if such action would adversely alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Series E Preferred Stock in a manner different from any other series of Preferred Stock; or

(ii) amend this Section 7(a).

(b) As long as any of the Series E Preferred Stock shall be issued and outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent as provided by law) of the holders of at least a majority of the outstanding shares of the Series E Preferred Stock:

(i) declare or pay any distribution (as defined in Section 2(d) except for distributions upon a liquidation or dissolution) with respect to the Common Stock or Preferred Stock of the Corporation; or

(ii) amend this Section 7(b).

(c) As long as any of the Series E Preferred Stock shall be issued and outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent as provided by law) of the holders of at least 66 2/3% of the outstanding shares of the Series D Preferred Stock and Series E Preferred Stock voting together as a single class on an as converted to Common Stock basis:

(i) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Series E Preferred Stock;

(ii) authorize or create (by reclassification or otherwise) any new class or series of capital stock having rights, preferences or privileges with respect to dividends, payments upon liquidation or other rights senior to or on a parity with the Series E Preferred Stock or with respect to voting senior to the Series E Preferred Stock; or

(iii) amend this Section 7(c).

8. Amendments and Changes Requiring the Approval of the Series D Preferred Stock.

(a) As long as any of the Series D Preferred Stock shall be issued and outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent as provided by law) of the holders of at least 60% of the outstanding shares of the Series D Preferred Stock:

(i) amend, alter or repeal any provision of the Articles of Incorporation of the Corporation if such action would adversely alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Series D Preferred Stock in a manner different from any other series of Preferred Stock; or

(ii) amend this Section 8(a).

(b) As long as any of the Series D Preferred Stock shall be issued and outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent as provided by law) of the holders of at least a majority of the outstanding shares of the Series D Preferred Stock:

(i) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Series D Preferred Stock;

(ii) authorize or create (by reclassification or otherwise) any new class or series of capital stock having rights, preferences or privileges with respect to dividends, payments upon liquidation or other rights senior to or on a parity with the Series D Preferred Stock or with respect to voting senior to the Series D Preferred Stock;

(iii) declare or pay any distribution (as defined in Section 2(d) except for distributions upon a liquidation or dissolution) with respect to the Common Stock or Preferred Stock of the Corporation;

(iv) increase the authorized number of directors of the Corporation above eleven (11); or

(v) amend this Section 8(b).

9. Amendments and Changes Requiring the Approval of the Series C Preferred Stock. As long as any of the Series C Preferred Stock shall be issued and outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent as provided by law) of the holders of at least two-thirds (2/3) of the outstanding shares of the Series C Preferred Stock:

(a) amend, alter or repeal any provision of the Articles of Incorporation of the Corporation if such action would adversely alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Series C Preferred Stock in a manner different from any other series of Preferred Stock;

(b) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Series C Preferred Stock;

(c) authorize or create (by reclassification or otherwise) any new class or series of capital stock having rights, preferences or privileges with respect to dividends, payments upon liquidation or other rights senior to or on a parity with the Series C Preferred Stock or with respect to voting senior to the Series C Preferred Stock;

(d) declare or pay any distribution (as defined in Section 2(d) except for distributions upon a liquidation or dissolution) with respect to the Common Stock or Preferred Stock of the Corporation;

(e) increase the authorized number of directors of the Corporation above eleven (11); or

(f) amend this Section 9.

10. Amendments and Changes Requiring the Approval of the Series B Preferred Stock. As long as any of the Series B Preferred Stock shall be issued and outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent as provided by law) of the holders of at least two-thirds of the outstanding shares of the Series B Preferred Stock:

(a) amend, alter or repeal any provision of the Articles of Incorporation of the Corporation if such action would adversely alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Series B Preferred Stock in a manner different from any other series of Preferred Stock;

(b) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Series B Preferred Stock; or

(c) amend this Section 10.

11. Status of Converted Stock. In the event any shares of Preferred Stock shall be converted pursuant to Article 4 hereof, then the shares so converted shall be cancelled and shall not be issuable by the Corporation. The Articles of Incorporation shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock.

12. Notices. Any notice required by the provisions of this Article IV to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

ARTICLE V

1. Limitation of Directors' Liability. The liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

2. Indemnification of Corporate Agents. This Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, votes of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this Corporation and its shareholders.

3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right of indemnification or limitation of liability permitted under California law relating to acts or omissions occurring prior to such repeal or modification.

EXHIBIT C

SCHEDULE OF EXCEPTIONS

FLUIDIGM CORPORATION

SERIES E PREFERRED STOCK PURCHASE AGREEMENT

UPDATED SCHEDULE OF EXCEPTIONS

October 26, 2007

FLUIDIGM CORPORATION, a Delaware corporation (the "**Company**"), hereby makes the following exceptions and additional disclosure to the representations and warranties set forth in Section 2 of the Series E Preferred Stock Purchase Agreement dated as of June 13, 2007 between the Company and the Purchasers thereunder, as amended by that certain Amendment No.1 dated December 22, 2006, and further amended by Amendment No. 2 dated October 10, 2007 and Amendment No. 3 dated October 26, 2007 (as amended, the "**Agreement**"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings given them in the Agreement. The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated under any other section number under the Agreement where such disclosure would be appropriate.

Nothing in this Schedule of Exceptions is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Schedule of Exceptions (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) shall not constitute, or be deemed to be, an admission to any third party concerning such item. This Schedule of Exceptions includes brief descriptions or summaries of certain agreements and instruments, copies of which are available upon reasonable request. Such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described.

This Schedule of Exceptions reflects exceptions and additional disclosure to the representations and warranties made by the Company set forth in Section 2 of the Agreement as of October 26, 2007, and has not been updated for Subsequent Closings. The Purchaser acknowledges that there may be changes to such exceptions and additional disclosure since October 26, 2007, and accepts the Schedule of Exceptions as of October 26, 2007.

2.1 Organization, Good Standing and Qualification

On July 18, 2007, Fluidigm Corporation, a California corporation ("Fluidigm California") was merged with and into the Company, with the Company being the surviving corporation such that the Company succeeded to all of Fluidigm California's rights and obligations, including those under the Purchase Agreement.

2.3 Subsidiaries

The Company has a wholly-owned subsidiary in Singapore, Fluidigm Singapore Pte. Ltd.

The Company has a wholly-owned subsidiary in the Netherlands, Fluidigm Europe, B.V., which has a wholly-owned subsidiary in France, Fluidigm France, S.A.R.L.

The Company has a wholly-owned subsidiary in Japan, Fluidigm Japan K.K.

2.4 Capitalization

The Company has extended offers of option grants for up to approximately 200,000 shares of Common Stock to certain of the Company's employees and consultants in addition to the options that are currently outstanding. In addition, the Company is currently negotiating or has entered into agreements with consultants and employees for the issuance of options to purchase shares of the Company's Common Stock under the Company's 1999 Stock Option Plan.

In connection with a Development Collaboration and License Agreement (the "**Collaboration Agreement**") entered into on September 22, 2003 between the Company and Glaxo Group Limited ("**Glaxo**") and SmithKline Beecham Corporation ("**SKB**"), the Company issued warrants to purchase 90,000 shares of Series C Preferred Stock and 90,000 shares of Series C Preferred Stock to Glaxo and warrants to purchase 110,000 and 110,000 shares of Series C Preferred Stock to SKB. One of the warrants to purchase 90,000 shares of Series C Preferred Stock issued to Glaxo and one of the warrants to purchase 110,000 shares of Series C Preferred Stock issued to SKB expired pursuant to their terms and are not shown as outstanding in the Agreement.

The Company entered into various agreements with Lighthouse Capital Partners V, L.P. ("Lighthouse") as described in Section 2.14 below. In connection with these transactions, the Company borrowed $13,000,000 under the loan and security agreement and issued a warrant to Lighthouse to purchase 371,428 shares of the Company's Series D Preferred Stock. As of September 30, 2007, the Company owed approximately $9,601,037 under the notes.

The Company is a party to a License Agreement between the Company and the California Institute of Technology ("**Caltech**") dated May 1, 2000, which was amended and restated in June 2002 effective as of May 1, 2002, further amended in June 2003, with a restatement date of May 1, 2004, as further amended March 29, 2007 (collectively, the "**Caltech License Agreement**"). Pursuant to the Caltech License Agreement, the Company was obligated on an annual basis to issue to Caltech 50,000 shares of the Company's Common Stock on each occasion that the Company determined to add patent rights to the license.

The Company and Biomedical Sciences Investment Fund Pte Ltd. ("**BMSIF**") are parties to a Convertible Note Purchase Agreement dated as of December 18, 2003, as amended by Amendment No. 1 to Convertible Note Purchase Agreement dated December 17, 2004 and as further amended by a letter agreement dated June 30, 2005 (collectively, the "**CNPA**"). Pursuant to the CNPA, the Company issued a Convertible Promissory Note, as amended by Amendment to Convertible Promissory Note dated December 17, 2004, and as further amended by Amendment No. 2 to Convertible Promissory Note dated June 30, 2005 (collectively, the "**Note**") to BMSIF in exchange for $2,000,000. In December 2005, upon the successful completion of certain specified milestones by the Company, the principal amount of and the accrued interest under the Note were converted into 832,635 shares of Series D Preferred Stock at a conversion price per share of $2.80.

In addition, as a result of the Company's achieving of such specified milestones, the Company has required BMSIF to purchase an additional convertible promissory note (the "**Supplemental Note**") in the aggregate principal amount of $3,000,000 on June 20, 2006.

The principal amount of and interest on the Supplemental Note was convertible into shares of Series D Preferred Stock of the Company at a conversion price of $2.80 per share (subject to adjustment) upon the earlier of an initial public offering in connection with which the Company's

Preferred Stock has converted into Common Stock or the satisfaction of certain specified milestones. In addition, BMSIF may electively convert the Supplemental Note into shares of Series D Preferred Stock at any time. The principal amount and interest under the Supplemental Note could not be prepaid except under limited circumstances. In July, 2007 upon completion of certain specified milestones by the Company, the principal amount of and the accrued interest under the Supplemental Note were converted into 1,157,142 shares of Series D Preferred Stock at a conversion price per share of $2.80.

The Company and Invus, L.P. are parties to a Convertible Note Agreement dated December 18, 2003, as amended by Amendment No. 1 to Convertible Note Agreement executed in November 2005 (the "**CNA**"). The CNA provides that in the event the Company issues to BMSIF Supplemental Notes in the aggregate principal amount of $3,000,000 upon the happening of certain events, Invus has the right to purchase a convertible promissory note in the principal amount of $3,000,000 (the "**Invus Note**") from the Company. Recently, Invus, L.P. and the Company decided not to issue the Invus Note.

The Company and BMSIF entered into a Convertible Note Purchase Agreement, dated as of August 7, 2006, as amended by that certain Letter Agreement dated November 15, 2006 and as further amended by that certain Letter Agreement dated January 31, 2007 (as amended, the **"2006 CNPA**"). The 2006 CNPA permits the Company to borrow up to $15 million in three $5 million tranches, subject to availability based on the achievement of specified milestones. The Company has sold and issued to BMSIF all three convertible promissory notes, each in the principal amount of $5 million. The initial two convertible promissory notes converted into 1,460,730 and 1,493,607 shares of Series E Preferred Stock on March 31, 2007. Upon conversion of the second convertible promissory note, BMSIF purchased the third (and final) convertible promissory note in the principal amount of $5 million.

In March 2003, the Company entered into (i) a Master Closing Agreement (the "**Master Closing Agreement**") with Oculus Pharmaceuticals, Inc. ("**Oculus**") and the University of Alabama Research Foundation ("**UABRF**"); (ii) a License Agreement with UABRF; and (iii) a Sponsored Research Agreement with UABRF. The Company is obligated to issue up to $2,100,000 of additional shares of its stock to UABRF in connection with the satisfaction of certain milestones. If the Company is a private Company at the time a milestone is achieved, upon achievement of a milestone, the Company is to issue shares of the series of Preferred Stock that was issued in the Company's most recent financing and the shares are to be valued at the price the shares were sold in such financing. If the Company is a public company at the time a milestone is achieved, upon achievement of a milestone, the Company is to issue shares of Common stock valued at the average closing price of the Company's Common Stock over the five trading days preceding the achievement of the milestone. In February 2005, UABRF sent a letter to the Company requesting issuance of the shares in relation to the milestones. The Company replied in writing that the milestones had not been satisfied and that it had no obligation to issue the shares at that time. The Company achieved a milestone in 2006 and as a result issued $600,000 worth of shares of its Series D Preferred Stock to UABRF and other designated parties. Following the satisfaction of the milestone, the parties have been negotiating the Company's continuing obligations, if any, under the agreements identified above, which may include an obligation on the part of the Company to issue additional shares of its stock to UABRF.

The Company is party to an offer letter with Richard DeLateur, the Company's Chief Financial Officer, which provides that in the event of a Change of Control (as defined in the offer letter) 50% of the shares subject to the option granted to Mr. DeLateur in connection with his acceptance of

employment with the Company that are unvested at the time of such Change of Control shall become immediately vested.

The Company has approved an issuance of 6,000 shares of the Company's Common Stock to Stanford University. Such issuance has not been completed.

See Section 2.10(f) regarding Dr. Stephen R. Quake.

2.7 Government Consents

The Company makes no representation or warranty with respect to any consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with any foreign governmental entity and has assumed for purposes of the Agreement that none of the foregoing is required.

2.8 Litigation

See Section 2.10(a).

The Company has received a letter from a supplier of certain materials used in the Company's Topaz and certain other products requesting that the Company cease and desist using a lid with the materials or obtain a license from the supplier for using the design of the lid. Upon investigation, the Company determined that it had developed the lid design independently from the supplier and also began developing alternates to the materials, which are currently approved for manufacturing. The Company wrote a letter explaining these opinions to the supplier and the parties have been in negotiations regarding this matter resulting in the supplier providing a proposed settlement agreement with a $55,000 buy-out option for the Company and the Company replied with a revised draft settlement agreement. The Company is currently waiting for the supplier to comment on the revised draft settlement agreement.

2.9 Employees

William Smith, the Company's general counsel, is currently working for the Company and also remains a partner at Townsend and Townsend and Crew LLP. Mr. Smith serves on the Board of Directors of two private companies, Theracos Corporation and Arbor Vita Corporation.

Richard DeLateur, the Company's Chief Financial Officer, currently works four days a week and it is anticipated that Mr. DeLateur's service will decrease and his employment with the Company will terminate. Mr. DeLateur and the Company do not have a schedule for the eventual termination of Mr. DeLateur's employment.

2.10 Patents and Other Intangible Assets

2.10(a)

The Company has rights to the patents, trademarks and applications listed on Schedule 2.10 attached hereto, although some of the patent rights listed may not currently be being utilized by the Company in, and may not be necessary for, the Company's business as now conducted. The Company's registered domain names are fluidigm.com, fluidigm.net, fluidigm.biz, fluidigm.info and mycometrix.com.

The Company currently is selling two product lines: (i) the Topaz crystallization microprocessors (also referred to as Integrated Fluidic Circuits or IFCs) and certain associated apparatuses; and (ii) the BioMark System, including certain IFCs, such as Dynamic Array chips, Digital Array chips (also referred to as DID chips) and ImmunoMatrix chips, as well as certain associated apparatuses. The Company has not completed investigations with respect to the Intellectual Property Rights required for the BioMark System product line or for additional applications of the Company's technology. In conjunction with this analysis, the Company has sought and will continue to seek opinions from counsel with respect to potentially relevant third party patent rights directed to, e.g., certain RealTime PCR and other PCR reagents and instruments, such as assigned to Roche Molecular Systems and/or Applied BioSystems, an Applera Corporation Business. The Company, therefore, may need to acquire additional Intellectual Property Rights to pursue those lines of business, particularly with respect to microfluidic devices for PCR and other assays, although the Company has not presently determined that blocking Intellectual Property Rights of others exist in this regard.

The Company has entered into a Collaboration Agreement dated January 24, 2005 (the "**CTI Collaboration Agreement**") with CTI Molecular Imaging, Inc. (subsequently acquired by Siemens) ("**CTI**"), under which the parties are to develop microfluidic chips and associated apparatuses for use in positron emission tomography ("**PET**"). Under the CTI Collaboration Agreement, both CTI and the Company have granted licenses to the other as necessary to conduct the research and development program contemplated by the CTI Collaboration Agreement. The Company has also granted CTI an option under certain of the Company's intellectual property to manufacture chips developed during the collaboration. The Company also has rights to intellectual property developed under the Collaboration Agreement, subject to certain restrictions under which CTI and certain other collaborating entities have specified rights in the defined PET and associated fields. Recently, Siemens notified the Company that it does not intend to exercise the option or continue the research and development program. Discussions are underway relating to the early termination of the Collaboration Agreement, and for the Company to obtain all rights to intellectual property developed under the CTI Collaboration Agreement, including intellectual property rights arising from (i) a patent application filed by Siemens and Caltech in which the Company believes that certain Company scientists should have been named as co-inventors; (ii) additional patent applications in the PET field allegedly filed by or on behalf of Siemens potentially with Caltech inventors; and (iii) CTI activities with third parties. The Company and Siemens have agreed starting in 2007 to not engage in further funded research under the CTI Collaboration Agreement.

The Company is licensee under a series of agreements with the President and Fellows of Harvard College, under which the Company pays royalties to Harvard. The Company renegotiated the terms of its agreements with Harvard and reduced the number of licenses from five to three, effective in January 2005. The Company and Harvard will be discussing potential royalty obligations of the Company to Harvard relating to transactions where the Company has received revenue but has not directly charged for product transfers, such as for certain microfluidic chips.

In January 2003, the Company entered into a Patent License Agreement with Gyros pursuant to which the Company received a non-exclusive license to certain patents from Gyros relating to the Company's products. In exchange for the license, the Company has made certain payments to Gyros. In January 2004, the Company exercised an option to add an additional field of use to the scope of the license agreement in exchange for a cash payment. In January 2007, the Company did not elect or pay for another additional field for, e.g., ImmunoMatrix chips, for which the Company has conducted and is continuing to conduct research and development activities. The Company and Gyros have had discussions regarding the extension of the field and Gyros has offered such extension pursuant to the terms of the Patent License Agreement. In addition, the Company is obligated to make royalty

payments on certain Company products incorporating the technology licensed from Gyros. The amounts otherwise paid by the Company may be used as a credit with respect to the royalty payments. The agreement provides for certain indemnity obligations of the Company.

With respect to certain patent filings then-controlled by Oculus Pharmaceuticals with overlapping claims to the Syrrx patent referred to in the paragraph below, the Company entered into in March 2003 (i) the Master Closing Agreement; (ii) a License Agreement with UABRF (the "**UABRF License Agreement**"); and (iii) a Sponsored Research Agreement with UABRF. The license is an exclusive license, subject to certain exceptions (including rights UABRF may have previously granted Diversified Scientific, Inc. so that Diversified Scientific could perform research obligations under grants). UABRF and affiliated entities have the right to internal use of the intellectual property rights and to fulfill obligations under a National Institutes of Health grant. Pursuant to the Master Closing Agreement, the Company made an up-front payment to UABRF and granted UABRF shares of the Company's Series C Preferred Stock. The Company is obligated to issue additional shares of its stock to UABRF in the event certain milestones are achieved as described in Section 2.4 hereof. In connection with the satisfaction of a milestone, the Company may become obligated to enter into a non-transferable site license so that an entity will have the right to use the technology licensed to the Company for internal drug discovery efforts. Pursuant to the Sponsored Research Agreement, the Company agreed to support a UABRF research program. The Sponsored Research Program Agreement contains certain terms relating to the license of intellectual property rights arising out of the program. The Company has certain indemnification obligations pursuant to the agreements referred to in this paragraph.

In conjunction with the development of the Company's protein crystallization microprocessor prototype, the Company became aware of U.S. Patent no. 6,296,673, issued to the Regents of the University of California (the "**Regents**") and apparently exclusively licensed to Syrrx Corporation (note: Sam Colella of Versant Ventures, Chairman of the Company's Board of Directors, used to be Chairman of Syrrx, which has been acquired by Takeda Pharmaceutical Company Limited). Based on Syrrx's contentions of infringement with respect to the patent, related patent applications and the Company's products, the Company has sought and obtained a patent opinion from counsel with respect to the patent and entered into license negotiations with Syrrx for a license/sublicense to the patent and other patent filings assigned to the Regents and Syrrx. In December 2003, the Company entered into a license agreement with Syrrx (the "**Syrrx License Agreement**"), pursuant to which, in exchange for a field restricted and nonexclusive license under intellectual property owned or controlled by Syrrx, the Company issued Syrrx shares of the Company's Common Stock, made an up-front payment and annual minimum payments. In addition, the Company is obligated to pay a royalty in connection with the sale of certain products of the Company that incorporate the intellectual property licensed and is obligated to indemnify Syrrx for matters relating to the practice by the Company of any license or sublicense under the agreement. In January 2006, an interference was declared by the USPTO between a patent application licensed to the Company under the UABRF License Agreement and the above-identified patent and other related patents. While the interference was ongoing, the Company, Syrrx, UABRF and Athersys, Inc. (a company that allegedly acquired certain rights from Oculus) were in negotiations to settle the interference and modify the parties' obligations under the Syrrx License Agreement, the Master Closing Agreement, and the UABRF License Agreement. Recently, in an appealable decision, the USPTO invalidated all claims of both parties in the interference, and Syrrx decided not to appeal. Due to this decision and these negotiations, the Company may decide not to maintain the Syrrx License Agreement in 2008.

The Company is aware of patents and patent applications controlled by Micronics Corporation and Diversified Scientific, Inc. that potentially relate to the Company's protein crystallization product

line. The Company has sought and obtained opinions from patent counsel regarding such patents and has conducted preliminary discussions with each of these entities regarding the possibility of obtaining a license to the relevant intellectual property. The necessity of obtaining a license from each and the outcome of such negotiations remain uncertain although in certain Micronics patent applications watched by the Company, the claims have been amended to not cover the Company's protein crystallization product line. In February 2005, Diversified Scientific announced a plan to auction its recently broadened (by USPTO re-examination) patent and other intellectual property related to crystal image analysis. The Company indicated interest to Diversified Scientific in submitting a bid. Diversified Scientific replied that it would respond to the Company and additional interested bidders after checking with their counsel on certain legal issues relating to the apparently improper broadening of patents by re-examination. The Company has not received a further response from Diversified Scientific.

With respect to the patents and patent filings described in the foregoing paragraph, those relating to the BioMark System described above and those not subject to the CTI Collaboration Agreement, there can be no assurance that the Company will be able to obtain licenses on terms acceptable to the Company. In addition, there can be no assurance that the holders of such patents or patent filings will not initiate and prevail in litigation against the Company with respect to the patents or patent filings.

The Company routinely investigates patents held by third parties to determine whether there may be any conflict with the Company Intellectual Property Rights. While such investigations are ongoing, the Company is not currently aware of any conflict except as disclosed herein.

With respect to certain microfluidics protein crystallization technology licensed to the Company from Caltech, a University of California scientist, Dr. James Berger, is a co-inventor of this technology along with certain Caltech scientists. Therefore, the Regents of the University of California own certain rights in the invention which the Company understands have been licensed to Caltech. The Company has sublicensed these rights from Caltech. As the Company is a sublicensee, if Caltech's license from the Regents were to be revoked or terminated for any reason, the Company's ability to practice and license this technology internationally would be subject to certain limitations.

See also the discussion of the possible new collaboration agreement in Section 2.17 below, the Company's license agreement with Caltech in Section 2.10(b) below and the discussion of the Company's letter from a supplier in Section 2.8 above.

2.10(b)

See Section 2.10(a) above and Schedule 2.10 attached hereto. In addition, in connection with sales of the Company's products, the Company's standard terms and conditions include limited licenses to use the Company's products, including licenses to the Company's software. The Company also has entered into (i) several prototype and other evaluation agreements and material transfer agreements with third parties, which agreements provide for the third party's use of the Company's products for a limited period of time typically in return for grant-back licenses to the Company of improvements, and (ii) material transfer agreements in which the parties may assign to each other certain intellectual property rights. The Company has sold BioMark System prototypes and products and is entering into agreements with respect to additional sales, evaluations and development agreements relating to the BioMark System. The Company typically negotiates either standstill, grant-back or other rights to certain inventions made by the Company or third parties using the prototypes. The Company intends to continue to negotiate collaboration or other agreements with third parties.

The Exclusive Patent License Agreement dated November 2, 2000 with the Regents listed in Schedule 2.10 requires the Company to make efforts to commercialize products relating to the technology licensed to the Company. The Regents sent the Company a notice of termination of the agreement in part due to the alleged failure of the Company to make such efforts. The Regents rescinded the notice of termination and the Company intended to renegotiate the agreement to modify the requirement that the Company make efforts to commercialize the technology. The Company has received a request from the Regents for reports and diligence relating to the agreement. The Company and Regents agreed to terminate the agreement with no further obligations of either party.

In connection with entering into the most recent amendment to the Caltech License Agreement, and in response to a request from Caltech, the Company terminated its license of certain patent rights that it deemed not material to the Company's business as currently conducted in exchange for a cash payment from Caltech and a reduction in the Company's potential obligation to issue stock to Caltech. The Company understands that Caltech has licensed these patent rights to another entity, Helicos Biosciences Corporation. Dr. Steve Quake, a former director of and former consultant to the Company, co-founded Helicos, and Versant Ventures, a significant investor in the Company, is also a significant investor in Helicos. The Company believes that a conflict could exist between the license Caltech granted to Helicos and Caltech's license of patent rights to the Company, if Caltech's license with Helicos does not specifically exclude the patent rights granted to the Company. The patent rights licensed from Caltech to Helicos include a cross-reference to, and disclosure relating to, the patent rights the Company licenses from Caltech. Effective April 23, 2007, as amended May 11, 2007, the Company executed an Intellectual Property Agreement with Caltech and Helicos.

2.10(c)

See discussions in Sections 2.10(a) and (b) above.

2.10(d)

The Company utilizes certain inventions developed by Steve Quake (See discussions in Section 2.10(f) below) prior to the formation of the Company and the inventions of certain employees developed while they were working or studying at Caltech. The Company has rights to these inventions pursuant to its license agreements with Caltech described in Schedule 2.10 attached hereto.

See discussion in Section 2.9 relating to William Smith. Townsend and Townsend and Crew LLP from time to time provides legal services to Caltech and other parties with whom the Company has business relationships.

2.10(e)

See discussion in Section 2.10(b).

Steve Quake and certain employees of the Company who previously worked at or studied at Caltech have a right, pursuant to their agreements with Caltech, to receive a portion of the royalties Caltech receives under its license agreements with the Company described in Schedule 2.10 attached hereto.

The Company has license agreements with shareholders of the Company. Those license agreements are listed on Schedule 2.10 attached hereto.

The Company's employees have executed proprietary information and invention assignment agreements in favor of the Company. The Company has executed consulting agreements with its consultants and non-disclosure agreements with third parties.

From time to time university collaborators may be on the Company's premises conducting research with the Company's chips. The Company typically does not enter into agreements relating to these arrangements. The Company has entered into an agreement with a collaborator from Regents.

2.10(f)

See discussion in Sections 2.10(a), 2.10(b) and Section 2.10(e).

The Company's rights with respects to the research and development efforts of Steve Quake are limited to those rights it has obtained through its licenses with Caltech described in Schedule 2.10 attached hereto and its consulting agreement with Steve Quake. As Dr. Quake has transferred to Stanford University effective in early 2005, the Company negotiated with Caltech to modify the Company's right to receive license rights from the Quake laboratory at Caltech. The Company also has negotiated a Material Transfer Agreement with Stanford University to obtain, for a limited term, license rights to certain inventions made by the Quake laboratory at Stanford University and is in negotiations for additional such agreements. Dr. Quake has been appointed an investigator by the Howard Hughes Medical Institute ("**HHMI**"). In connection with such appointment, Dr. Quake's affiliation with the Company (including, without limitation, stock ownership and status as a member of the Board of Directors of the Company) and the Company's rights to inventions from the Quake laboratory at Stanford University and Caltech have been eliminated or substantially curtailed. The Company has negotiated a new consulting agreement with Dr. Quake in accordance with HHMI guidelines; such consulting agreement provides for certain guaranteed payments over a multi-year time period. In addition, Dr. Quake has resigned from the Company's Board of Directors and on June 5, 2006 the Company has repurchased 123,974 shares of Dr. Quake's Common Stock holding in the Company to comport with HHMI guidelines.

2.10(h)

The Company notes that it has given the opportunity to the Purchasers to conduct any due diligence investigation that such Purchasers deemed necessary and has provided each Purchaser with all of the information that such Purchaser has requested.

2.11 Compliance with Other Instruments

See discussions in Section 2.10(a) regarding the Syrrx License Agreement and in Section 2.10(b).

2.12 Permits

The Company's subsidiary in Singapore has applied for various permits relating to the conduct of business in Singapore, some of which may not been granted.

2.13 Environmental and Safety Laws

The Company has received the following environmental reports pertaining to property that the Company leases.

1. ENVIRONMENTAL DUE DILIGENCE REVIEW OF THE SIERRA POINT ASSOCIATES TWO PROPERTIES BRISBANE AND SOUTH SAN FRANCISCO, CALIFORNIA, dated February 4, 1998, prepared by ENVIRON Corporation, Emeryville, California
2. UPDATE OF ENVIRONMENTAL DUE DILIGENCE REVIEW, PARCEL 10, SHORELINE COURT, SIERRA POINT, SOUTH SAN FRANCISCO, CALIFORNIA, dated December 14, 1998, prepared by Harding Lawson Associates, Novato, California
3. FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND ENVIRONMENTAL RESTRICTIONS RELATING TO ENVIRONMENTAL COMPLIANCE FOR SIERRA POINT, dated August 5, 1999, recorded by Luce, Forward, Hamilton and Scripps, San Diego, California
4. SUPPLEMENTAL ENVIRONMENTAL DUE DILIGENCE, PARCEL 10, SHORELINE COURT, SIERRA POINT, SOUTH SAN FRANCISCO, CALIFORNIA, dated August 24, 1999, prepared by Harding Lawson Associates, Novato, California

Each of the reports has been made available to the Purchasers. The Company has not investigated any of the matters contained in the reports.

2.14 Title to Property and Assets

The Company and General Electric Capital Corporation ("**GECC**") entered into a Master Security Agreement (which was amended in February 2004), pursuant to which the Company has borrowed an aggregate principal amount of $6,230,152 (out of an aggregate available under the Master Security Agreement of $11,000,000) from GECC pursuant to the terms of the Master Security Agreement and series of promissory notes. The loans relate to purchases of the Company of certain equipment and software (subject to certain restrictions). The notes bear interest at rates between 8% and 9% per annum and are repaid in periodic monthly installments over 42 months from the date of issuance of each respective promissory note (except with respect to loans relating to computer equipment and software, which must be paid over 36 months). The Company's obligations under the notes and Master Security Agreement are secured by a lien on fixed assets financed with the loans. In addition, Comerica Bank has issued a letter of credit in the amount of $500,000 for the benefit of GECC as security for the loans, which is secured by a $500,000 cash account of the Company's at Comerica Bank. As of September 30, 2007, the Company owed approximately $1,340,433 under the notes.

In March 2005, the Company and Lighthouse entered into a Loan and Security Agreement, a Management Rights letter agreement, a Negative Pledge Agreement and certain other agreements (collectively, the "**Lighthouse Agreements**"). Pursuant to the Lighthouse Agreements, the Company has borrowed $13,000,000 from Lighthouse, $9,601,037 of which was outstanding as of September 30, 2007. The amounts loaned bear interest at the prime rate plus 2.5% and are to be repaid in 48 monthly installments from the execution date of March 2005. Pursuant to the Loan and Security Agreement, the Company granted Lighthouse a lien on and security interest in all of the Company's assets (subject to certain limited exceptions and excluding intellectual property rights (but not proceeds from the sale thereof) as set forth in the Lighthouse Agreements). Pursuant to the Negative Pledge Agreement, the Company is generally prohibited from transferring or encumbering intellectual property and certain other assets. The Lighthouse Agreements contain various affirmative and negative covenants of the

Company. In connection with the Lighthouse Agreements, the Company issued to Lighthouse a warrant as described in Section 2.4 hereof. The Company's ability to pay amounts that may arise under convertible promissory notes issued, or that may be issued, to BMSIF and Invus is limited under the Lighthouse Agreements, and BMSIF and Invus entered into a Subordination Agreement with Lighthouse (which limits their right to receive payment on the convertible promissory notes).

The Company has issued letters of credit of $250,000 and $137,527 for security deposits under the subleases for its headquarters facility in South San Francisco, California (see Section 2.15(b)). In addition, the Company has issued a letter of credit for the benefit of GECC in the amount of $500,000. These letters of credit are secured by cash accounts of the Company in those amounts.

2.15 Agreements; Actions

2.15(a)

The Company has been a party to consulting agreements with Lincoln McBride, the Company's former Chief Technology Officer and vice president of engineering, and Paul Wyatt, the Company's former vice president of Topaz development and operations.

See 2.10(f) regarding Dr. Steve Quake's consulting agreements.

The Company has entered or intends to enter into indemnification agreements with each of the Company's existing officers and directors.

The Company is a party to offer letters with each of its officers.

The Company has entered into agreements relating to confidentiality and assignment of inventions with employees and enters into various agreements with employees of its subsidiaries (including, without limitation, employment agreements) customary in the jurisdiction of incorporation of the subsidiary.

The Company and/or a subsidiary of the Company have entered into agreements with third parties relating to their service on the Board of Directors of subsidiaries of the Company (due to requirements that a citizen of the place of incorporation of the subsidiary be a member of the subsidiary's Board of Directors). Among other things, such agreements contain provisions relating to indemnification.

The Company has entered into a letter agreement with Marc Unger, an employee, regarding Mr. Unger's ownership of shares and options to purchase shares of the Company's Common Stock.

In connection with the October 2001 Series C Preferred Stock financing, the Company entered into letter agreements with GE Equity Capital Investments, Inc., containing certain confidentiality and indemnification provisions and with Piper Jaffray Healthcare Venture Fund III, L. P. providing for certain matters with regard to the Small Business Investment Act.

In January 2004, the Company lent Gajus V. Worthington, the Company's Chief Executive Officer, $250,000 to be used in connection with Mr. Worthington's purchase of a residence. The loan bears interest at a rate of 3.52% per annum and the principal and interest are not due and payable for 7 years after the date of the loan (or earlier upon the happening of certain events). The loan is secured by 833,334 shares of the Company's Common Stock, which are the only recourse of the Company in the event of a default under the loan. The number of shares of Common Stock that secure the loan is

subject to reduction at Mr. Worthington's election in the event that fair market value of the Company's Common Stock (as determined by the Company's Board of Directors) exceeds the outstanding principal and interest due under the loan.

See Sections 2.4 and 2.15(b) below relating to agreements with BMSIF.

2.15(b)

See Schedule 2.10 attached hereto and discussion in Section 2.10. Each of the agreements described or listed on Schedule 2.10 or in Section 2.10 may involve payments or obligations in excess of $100,000 and/or the license of proprietary rights.

See Section 2.14 regarding the GECC and Lighthouse loans.

In March 2004, the Company entered into a new sublease agreement with Genome Therapeutics Corporation (now Oscient Pharmaceuticals) relating to a portion of the Company's headquarters in South San Francisco, California. The term of the sublease expires in December 2007. The monthly rental payments were approximately $70,000 per month between March 2004 through September 2004. The monthly payments thereafter decreased to approximately $44,000 per month and increased approximately 3.5% annually beginning January 2006. In addition to these amounts, the Company is obligated to pay its share of common area maintenance and other costs and taxes.

In addition to the sublease agreement with Genome Therapeutics, the Company entered into a second sublease in March 2004 with MJ Research, Inc. (subsequently assigned to Are-San Francisco No. 17, LLC) relating to an additional portion of the Company's headquarters in South San Francisco, California. The term of the sublease expires in December 2007. The monthly rental payments were approximately $56,000 between April 2004 through December 2004. The monthly payments thereafter increased to approximately $58,000 per month and further increase annually by approximately 3.5% beginning in April 2005. In addition to these amounts, the Company is obligated to pay its share of common area maintenance and other costs and taxes.

The Company has entered into negotiations to extend each of the above leases from January 2008 to February 2011.

The Company has entered into leases or subleases relating to its subsidiaries in Osaka, Japan, Tokyo, Japan, Singapore and Hamburg, Germany, the last of which has terminated.

See Section 2.4, in particular with respect to the Company and BMSIF in conjunction with the convertible notes.

In certain instances, the Company has agreed to indemnify purchasers of the Company's products and certain of the Company's suppliers (such as Eppendorf AG) with respect to infringements of proprietary rights.

2.15(e)

A limited number of the Company's employees hold corporate purchasing credit cards. The Company is liable to the credit card company for the amounts charged.

2.15(f)

The Company has from time to time had discussions regarding mergers, acquisitions and sales of all or substantially all of the assets of the Company.

2.16 Financial Statements

The Company has made available unaudited Financial Statements for the periods ended December 31, 2005 and December 31, 2006.

The unaudited Financial Statements do not contain the footnotes required by generally accepted accounting principles and are subject to year-end audit adjustments.

2.17 Changes

Changes are reflected since December 31, 2007.

See Section 2.10 and Schedule 2.10 attached hereto.

The Company has entered into licenses of its intellectual property in the ordinary course of business.

The Company may enter into a collaboration agreement related to the development of certain specialized Dynamic Array chips for a third party that may involve revenue and liabilities in excess of $100,000, such as for indemnification.

2.18 Brokers or Finders

The Company entered into an engagement letter with Leerink Swann & Company, dated August 13, 2007.

In June 2006, Fluidigm was the recipient of a Small Technology Transfer Innovation Research (STTR) grant from the National Institutes of Health in the amount of $1,000,000 over two years. Under the grant, the Company will perform research and development activities to design a diffraction capable Topaz screening chip.

2.19 Qualified Small Business Stock

With respect to the qualification of the Shares as "qualified small business stock" under Section 1202(c) of the Code, the Company makes the following representations, each as of the date hereof: (a) the Company is a domestic C corporation, provided that the Company wholly owns non-U.S. corporate subsidiaries; (b) the Company's gross assets have not exceeded $50 million in value at any time through the time immediately following the issuance of the Shares within the meaning of Section 1202(d); (c) the Company has not made any purchases of its own stock during the one-year period preceding the Closing with an aggregate value exceeding 5% of the aggregate value of all its stock as of the beginning of such period, disregarding de minimus redemptions within the meaning of Treasury Regulation Section 1.1202-2(b)(2); (d) the Company is engaged in a qualified trade or business as defined in Section 1202(e); and (e) 80% of the Company's assets are used in the active conduct of that qualified trade or business.

2.20 Employee Benefit Plans

The Company offers health, vision and dental benefits, paid time off and sick leave.

The Company's subsidiaries are subject to certain statutory requirements in their jurisdiction of incorporation relating to employee benefits. Such requirements differ from requirements in the United States.

2.21 Tax Matters

The Company's subsidiaries in the Netherlands and Singapore have received extensions to file tax returns in the respective countries.

2.24 Disclosure

The Company notes that it has given the opportunity to the Purchasers to conduct any due diligence investigation that such Purchasers deemed necessary.

The Company has provided projections to certain Purchasers at their request. For purposes of these projections, the Company has assumed, among other things, that the Company is granted tax incentives and research and development grants in Singapore that are acceptable to the Company and that the workforce to be employed at the Company's subsidiary in Singapore is capable of delivering upon the Company's plans in Singapore. In addition, the Company's revenues were lower than the Company's plan/forecasts. Moreover, actuals provided are currently under audit and subject to revision. The Company is unable to predict with any certainty its revenue for any future period, including the present quarter, and its ability to generate revenue is subject to risks and uncertainties.

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
License Agreement Amended and Restated License Agreement First Amendment to Amended and Restated License Agreement Second Amended and Restated License Agreement	May 1, 2000 Restatement Date of June 1, 2002 Effective Date of June 19, 2003 Effective Date May 1, 2004	California Institute of Technology (Licensor) and the Company (Licensee)	Exclusive license of intellectual property from Licensor to the Company	The Company to pay Licensor royalties ranging from [***]% to [***]% on sales of the Company products incorporating the technology or other transfers of the technology. Also, the Company can include, on an annual basis, certain new inventions made by the Licensor by granting additional stock to the Licensor.	The U.S. Government and Licensor retained certain rights, including the right to practice the underlying inventions. With respect to the Licensor, such rights are limited to non-commercial uses. In an invention licensed pursuant to this License Agreement relating to certain protein crystallization technology in microfluidics, a University of California scientist, Dr. James Berger, was added as an inventor to related patent applications. Therefore, the Regents of the University of California own certain rights in the invention, which rights have not been licensed to the Company, and, therefore, the Company's ability to practice and license this technology internationally is subject to certain limitations.

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Exclusive Patent License Agreement	November 2, 2000 Amended on July 12, 2001	The Regents of the University of California (Licensor) and the Company (Licensee)	Exclusive license of intellectual property from Licensor to the Company	The Company to pay Licensor [***]% royalty on sales of the Company products incorporating the technology.	The Licensor and the U.S. Government retains certain rights, including the right to practice the underlying inventions. With respect to the Licensor, such rights are limited to non-commercial uses. In addition, the Company has agreed to indemnify Licensor for claims arising out of the agreement. This Agreement has been terminated.
Co-Exclusive License Agreements (a series totaling 3) [reduced from 5]	October 15, 2000	President and Fellows of Harvard College (Licensor) and the Company (Licensee)	Co-exclusive license of intellectual property from Licensor to the Company	The Company to pay Licensor royalties ranging from [***]% to [***]% on sales of the Company products incorporating the technology or other transfers of the technology.	The Licensor and the U.S. Government retains certain rights, including the right to practice the underlying inventions. With respect to the Licensor, such rights are limited to non-commercial uses. In addition, the Company has agreed to indemnify Licensor for claims arising out of the series of agreements.

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
License Option Agreement	July 20, 2001	Princeton University and the Company	Grant of option to Company to negotiate a royalty-bearing license to certain technologies in exchange for paying reasonable associated patent costs	N/A	The Company expects that the U.S. Government will retain certain rights, including the right to practice the underlying inventions. The option period has expired and the Company has funded certain prosecution. The Company did not renew the option.
Agreement	July 1, 2002	Farmal LLC and the Company	Research Agreement	See Other Information	Farmal was to conduct research at Caltech within the Company's field of exclusivity under its license agreement with Caltech. The agreement contains a license to the Company of intellectual property resulting from certain aspects of the research, but the Company is uncertain whether any intellectual property was created. Farmal is not presently performing under the agreement due to its financial condition and the agreement has terminated.

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Supply Agreement	December 3, 2001 Amended June 27, 2002	GlaxoSmithKline and the Company	The Company has supplied equipment and chips to GSK	The Company had received payments in exchange for chips	The Company provided certain indemnities (including relating to the infringement of proprietary rights) to GSK associated with the product sales.
Development Collaboration And License Agreement	September 22, 2003	Glaxo Group Limited and SmithKline Beecham Corporation (GSK) and the Company	A collaboration and cross-licenses agreement for the development of certain products, which may be commercialized by the Company	In addition to an up-front stock grant, the Company issued warrants to GSK exercisable upon achievement of certain milestones. Also, the Company agreed to pay royalties on products emanating from the collaboration.	The Company provides certain indemnities (including relating to the infringement of proprietary rights) to GSK associated with activities in accordance with the Agreement. Discussions between the Company and GSK have begun to ascertain milestone achievement and other matters.
Supply Agreement	September 22, 2003	GlaxoSmithKline Research & Development Limited (GSK) and the Company	The Company has supplied equipment and chips to GSK	GSK made an up-front payment to the Company for future product orders.	The Company provides certain indemnities to GSK associated with the product sales, as well as a [***] clause with respect to infringement indemnity in an accompanying stock purchase agreement.

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
License Agreement Amendment No. 1	January 9, 2003 January 9, 2005	Gyros AB and the Company	The Company licensed field-specific patent rights from Gyros	In addition to annual minimums and payments to add licenses in several fields, the Company pays a [***]% royalty on certain products.	The Company provides certain indemnities to Gyros associated with licensed product sales. See the disclosure in Section 2.10(a) of this Schedule of Exceptions for a further description of the agreement.
Master Closing Agreement	March 7, 2003	UAB Research Foundation, Oculus Pharmaceuticals, Inc. and the Company	Relates to the License Agreement and Sponsored Research Agreement with UAB Research Foundation described below	The Company issued shares of its stock to the UAB Research Foundation in connection with the transaction and is obligated to make milestone payments of stock and cash to UAB Research Foundation upon the happening of certain events.	See Section 3.10(a) and 2.4 of this Schedule of Exceptions relating to the Company's agreements with UAB Research Foundation and Oculus.

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
License Agreement	March 7, 2003	UAB Research Foundation (Licensor) and the Company	The Company is licensing certain patent rights from Licensor	When due, the Company will make milestone payments to Licensor in stock in addition to cash and stock payments up-front.	The Licensor, the U.S. Government and a third party retain certain rights to practice the underling inventions with respect to Licensor, such rights are limited to non-commercial uses. In addition, the Company has agreed to indemnify (including relating to infringement of proprietary rights) Licensor under certain conditions.
Sponsored Research Agreement	March 7, 2003	UAB Research Foundation (UAB) and the Company	The Company funds certain research at UAB	The Company makes quarterly research payments.	The Company has rights to license inventions developed under the funding.

SCHEDULE 2.10
FLUIDIGM CORPORATION
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Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Research License Agreement	August 2, 2002	Vanderbilt University (University) and the Company	The Company sub-licensed the University to conduct research under certain Caltech intellectual property	The Company received a license to certain intellectual property for research purposes and was granted a right of first refusal on improvements to the intellectual property it licensed to the University (including improvements to chips). In the event the Company exercises its right of first refusal, it will have to pay certain royalties and license fees against a credit.	The Company will consider proposals from the University to commercialize products developed at the University. The agreement had a three-year term and the parties are discussing an extension.
Material Transfer Agreement	December 12, 2003	[***]	The Company is testing proprietary materials	N/A	The Company has agreed to indemnify the material provider under certain conditions and not to file for patent protection encompassing the material in certain areas.

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
License Agreement	December 19, 2003	Syrrx, Inc. (Syrrx)	The Company licensed certain patent filings assigned to Syrrx and sublicensed patent filings assigned to the Regents of University of California in a specific field.	The Company granted common stock to Syrrx and makes annual payments for three years (then quarterly thereafter), which payments may be reduced if the Company's common stock is traded on a securities exchange or through NASDAQ. The Company also owes royalties on the license and sublicense.	The Company provides certain indemnities to Syrrx associated with the license and sublicense.
Development Agreement	June 23, 2004	In-Q-Tel and the Company	The Company provides defined services and deliverables in accordance with a statement of work; and the parties (as well as the U.S. Government) agreed to make licenses available to certain IP rights on a limited basis.	The Company receives payments based on completion of the project.	The Company has agreed to indemnify In-Q-Tel for certain claims arising under the agreement. Standard U.S. Government rights and license clauses are included.
Development Agreement	September 30, 2005	In-Q-Tel and the Company	The Company provides defined services and deliverables in accordance with a statement of work; and the parties (as well as the U.S. Government) agreed to make licenses available to certain IP rights on a limited basis.	The Company receives payments based on completion of the project.	The Company has agreed to indemnify In-Q-Tel for certain claims arising under the agreement. Standard U.S. Government rights and license clauses are included.

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Development Agreement	October 1, 2007	In-Q-Tel and the Company	The Company provides defined services and deliverables in accordance with a statement of work; and the parties (as well as the U.S. Government) agreed to make licenses available to certain IP rights on a limited basis.	The Company receives payments based on completion of the project.	The Company has agreed to indemnify In-Q-Tel for certain claims arising under the agreement. Standard U.S. Government rights and license clauses are included.
Collaboration Agreement	January 24, 2005	CTI Molecular Imaging, Inc. and the Company	The Company provides defined services and deliverables in the PET field in accordance with a Work Plan under development, as well as a manufacturing option to CTI under certain Fluidigm IP. Also, the parties cross-licensed each other on certain past and future IP.	The Company received an upfront payment, an option payment if exercised, and royalties on certain products.	The Company has agreed to indemnify CTI for certain claims arising from the Agreement.
Standard User Agreement Non-Proprietary		The Regents of the University of California for LBNL and the Company	The Company is permitted to use certain LBNL facilities to conduct experiments.	N/A	The Company has agreed to indemnify LBNL for certain claims arising under the agreement. Standard U.S. Government rights and license clauses are included.

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FLUIDIGM CORPORATION
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October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Work for Others Agreement Amendment	January 6, 2005 February 4, 2005	The Regents of the University of California for LBNL ("DOE Contractor") and the Company	The Company is a Sponsor of federal grants, under which the Contractor is to perform certain research in accordance with a Statement of Work.	N/A	The Company has agreed to indemnify the DOE Contractor and the U.S. Government under certain product liability, intellectual property and general liability provisions. Standard U.S. Government rights and license clauses are included.
Work for Others Agreement	November 15, 2006				The Agreement has been extended to December 31, 2006, and another similar Agreement extended into, as noted.
Industry-University Cooperative Research Program UC Discovery Grant Research Agreement	February 1, 2007	The Regents of the University of California ("UC") and the Company	UC and the Company are collaborating on certain research specified in a joint proposal.	The Company makes bi-monthly payments and provides in-kind contributions of Company products.	The Company has agreed to indemnify UC under certain circumstances against liability, loss or expense.
Evaluation Agreement	November 16, 2004	[***] Pharmaceuticals, Inc. and the Company	[***] to evaluate certain Company products as specified in a Work Plan.	[***] to make a payment for the evaluation period.	The Company has agreed to indemnify [***] for certain claims arising under the agreement.

SCHEDULE 2.10
FLUIDIGM CORPORATION
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October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Material Transfer and Evaluation Agreement	September 24, 2004	[***], Inc. and the Company	Company to receive certain biological materials from [***] and use the materials with Company products in accordance with a research plan. The parties agreed on ownership rights for certain inventions made when conducting the research, as well as associated assignment requirements.	N/A	The Company has agreed to indemnify [***] for certain claims arising under this agreement.
Material Transfer Agreement	July 18, 2005	Board of Trustees of the Leland Stanford Junior University and the Company	Company to provide certain prototype microfluidic chips to the Quake laboratory at Stanford University for use in specified research programs. The parties agreed on handling license rights to inventions generated under the agreement.	The Company receives payments for chips provided to the Quake lab (under separate invoice).	The agreement expires August 31, 2005.
Equipment Loan	January 11, 2006	Board of Trustees of the Leland Stanford Junior University and the Company	Company loaned certain equipment to the laboratory of Dr. Steve Quake.	N/A	The Company shall have no right to inventions made with the loaned equipment.
Material Transfer Agreement	March 31, 2006	[***] and the Company	[***] to evaluate assay results run by Company on certain prototype-chips.	[***] to pay the Company for certain work done under this Agreement.	[***] and the Company agreed not to file for patent protection using the other party's confidential information.

SCHEDULE 2.10
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AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Material Transfer and Evaluation Agreement	March 29, 2006	[***] and the Company	[***] to provide proteins for crystallization in certain Company prototype chips. The parties agreed on handling invention ownership and license rights arising under the Agreement.	N/A	The Company and [***] have agreed to cross-indemnify each other for certain claims arising under the Agreement.
Distribution Agreement (and Sublicense)	April 1, 2005	Eppendorf Deutschland and the Company	Company to distribute thermalcyclers incorporated in the BioMark reader.	The Company makes minimum product purchases based on Company estimates.	The Company provides certain indemnities (including certain product liability, intellectual property, and general liability) to Eppendorf associated with the distribution and sublicense.
Material Transfer Agreement	March 30, 2006	[***] and the Company	Company and [***] to explore contract manufacturing opportunities.	N/A	N/A
Material Transfer Agreement Microfluidic's Customer Sample Agreement	March 10, 2006 November 8, 2006	[***] and the Company	Company to test certain material from [***].	N/A	The Company has agreed to indemnify specified universities for certain claims arising under this Agreement. The Company assigns to [***] certain improvement invention made under this Material Transfer Agreement. Under the Sample Agreement, the Company and [***] agree to not file IP concerning the sample material.

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Bioautomation Development Program Terms of Business	September 23, 2005 November 10, 2005 January 24, 2006	[***] and the Company	[***] is developing certain Company instrumentation products.	The Company makes regular payments based on work at [***].	The Company provides certain indemnities to [***].
Letter of Intent Amendment No. 1	May 1, 2006 December 7, 2006	[***] and the Company	Company to assist [***] in evaluating certain Company products for possible collaboration.	[***] makes regular payments to the Company	The Company has agreed to not enter certain exclusive agreements with third parties during the amended term of the LOI.
Collaboration Agreement	June 1, 2006	The Regents of the University of California (UCSF) and the Company	A collaboration regarding certain Company products.	N/A	The University and the Company agreed to certain cross-indemnification provisions. Under the Agreement, the Company will be provided an option to license certain developed technology.
Technology Evaluation and Services Agreement	August 25, 2006	[***] Inc. and the Company	[***] is evaluating certain Company products.	N/A	[***] and the Company agreed to certain cross-indemnification provisions and division of right to any new intellectual property rights arising under the Agreement.

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Material Transfer Agreement	October 5, 2006	MedImmune, Inc.	MedImmune is evaluating certain Company products.	N/A	Company agreed to indemnify, MedImmune for certain activities associated with the evaluation and the Company agrees to assign certain developed technology.
Material Transfer Agreement for Transfers to Companies	November 16, 2006	University of Washington and Howard Hughes Medical Institute and the Company	The University is evaluating certain Company products.	N/A	Company agreed to indemnify University for certain activities relating to the Agreement.
Materials and Information Transfer Agreement	November 22, 2006	[***], Inc. and the Company	[***] is evaluating certain Company products.	N/A	Company agreed to indemnify [***] for certain activities relating to the evaluation and the parties agreed to divide rights to any new intellectual property arising under the Agreement
Material Transfer Agreement	December 7, 2006	Fred Hutchinson Cancer Research Center and the Company	FHCRC and the Company are collaborating to evaluate certain Company products.	N/A	Company agreed to indemnify FHCRC for certain activities associated with the Collaboration and FHCRC agrees to give Company an option to certain developed technology.
Material Transfer Agreement	March 15, 2007	[***], Inc.	[***] is evaluating certain Company products.	N/A	Company agreed to indemnify, [***] for certain activities associated with the evaluation and the Company may assign certain developed technology.

SCHEDULE 2.10
FLUIDIGM CORPORATION
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October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Material Transfer Agreement	May 9, 2007	Myriad Genetics	Myriad is evaluating certain Company products.	N/A	Company agreed to indemnify, Myriad for certain activities associated with the evaluation and the Company may assign certain developed technology.
Material Transfer Agreement	May 20, 2007	[***]	[***] is evaluating certain Company products.	N/A	Company agreed to indemnify, [***] for certain activities associated with the evaluation and the Company may assign certain developed technology.
Material Transfer Agreement	June 6, 2007	[***]	[***] is evaluating certain Company products.	N/A	Company agreed to indemnify, [***] for certain activities associated with the evaluation and the Company may assign certain developed technology.
Material Transfer Agreement	September 3, 2007	[***]	[***] is evaluating certain Company products.	N/A	Company agreed to indemnify, [***] for certain activities associated with the evaluation and the Company may assign certain developed technology.
Study Agreement	January 2, 2007	Merck & Co., Inc.	Merck is providing samples to the Company for testing Company products.	N/A	Company agrees to assign certain inventions to Merck related to the samples.
Evaluation Agreement	March 12, 2007	[***]	[***] to evaluate certain Company products.	N/A	N/A

SCHEDULE 2.10
FLUIDIGM CORPORATION
AGREEMENTS

October 2007

Agreement Title	Date	Parties	Purpose of Agreement	Payments	Other Information
Exclusive Distribution Agreement	May 31, 2007	Bioke	Exclusive Distribution Agreement	N/A	Each party indemnifies the other party with respect to certain acts.
Exclusive Sales Representative Agreement	June 1, 2007	Fuentes Bono Negocios Tecnologicos S.L.	Exclusive Sales Representative	The Company to pay [***] commission of the [***] for each Fluidigm Product that is sold and shipped to a Designated End-User during the term of Agreement.	N/A
Development Agreement	October 1, 2007	In-Q-Tel and the Company	The Company provides defined services and deliverables in accordance with a statement of work; and the parties (as well as the U.S. Government) agreed to make licenses available to certain IP rights on a limited basis.	The Company receives payments based on completion of the project.	The Company has agreed to indemnify In-Q-Tel for certain claims arising under the agreement. Standard U.S. Government rights and license clauses are included.
Intellectual Property Agreement	May 11, 2007	Helicos BioSciences, Inc. and California Institute of Technology	The agreement confirms and clarifies intellectual property rights licensed to Helicos and the Company by Caltech.	N/A	See Section 2.10(b) of Schedule of Exceptions.

Schedule 2.10 — Patents

Assignee/Licensor	Case No. Client Case #	Title	Country	Inventor Names	Status

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EXHIBIT D

FORM OF EIGHTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

FLUIDIGM CORPORATION

FORM OF

EIGHTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

June 13, 2006

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EIGHTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

THIS EIGHTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT (the "**Agreement**") is entered into as of June , 2006 by and among Fluidigm Corporation, a California corporation (the "**Company**"), the persons set forth on EXHIBIT A hereto (the "**New Investors**"), the persons set forth on the Schedule of Founders attached hereto as EXHIBIT B (the "**Founders**"), and the persons set forth on EXHIBIT C hereto (the "**Prior Investors**"). The Prior Investors and the New Investors are referred to herein collectively as the "**Investors**."

RECITALS

WHEREAS, the Company and the New Investors have entered into a Series E Preferred Stock Purchase Agreement of even date herewith (the "**Purchase Agreement**") pursuant to which the Company shall sell, and the New Investors shall acquire, shares of the Company's Series E Preferred Stock;

WHEREAS, the Company has granted certain registration rights and other rights to the Founders and the Prior Investors pursuant to that certain Seventh Amended and Restated Investor Rights Agreement dated August 16, 2005 (the "**Prior Agreement**"); and

WHEREAS, as an inducement to the New Investors to purchase shares of the Company's Series E Preferred Stock pursuant to the Purchase Agreement, the Company, the Prior Investors and the Founders desire to amend and restate the Prior Agreement to allow the New Investors to become a party to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

SECTION 1

Restrictions on Transferability; Registration Rights

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

"**Affiliate**" shall have the meaning set forth in Rule 405 of the Securities Act; provided that for AllianceBernstein L.P. and its permitted transferees, the definition of "Affiliate" shall also include (i) any general partner, officer or director of such person, (ii) any private equity or venture capital fund now or hereafter existing (a "**Fund**") for which such person or an Affiliate of such person is a general partner or management company, and (iii) if such person is a Fund, any other Fund that is directly or indirectly controlled by or under common control with one or more general partners of such person, or that shares the same management company with such person or an Affiliated management company.

"**Commission**" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"**Eligible Securities**" shall mean (i) the Series A Preferred Stock issued pursuant to the Series A Preferred Stock Purchase Agreement dated December 1, 1999; (ii) the Series B Preferred Stock issued pursuant to the Series B Preferred Stock Purchase Agreement dated July 5, 2000; (iii) the Series C Preferred Stock issued pursuant to the Series C Preferred Stock Purchase Agreement dated October 23, 2001; (iv) the Series C Preferred Stock issued pursuant to the Series C Preferred Stock Purchase Agreement dated November 1, 2002; (v) the Series C Preferred Stock issued pursuant to the Series C Preferred Stock and Warrant Purchase Agreement dated September 22, 2003; (vi) the Series D Preferred Stock issued pursuant to the Series D Preferred Stock Purchase Agreement dated December 18, 2003; (vii) the Series D Preferred Stock issued pursuant to the Series D Preferred Stock Purchase Agreement dated August 16, 2005; (viii) the Series D Preferred Stock issued upon conversion of convertible promissory note(s) issued pursuant to the Convertible Promissory Note Purchase Agreement (the "**CNPA**") dated December 18, 2003, as amended by Amendment No. 1 to Convertible Note Purchase Agreement dated December 17, 2004, between the Company and Biomedical Sciences Investment Fund Pte Ltd (the "**BMSIF**"); (ix) the Series D Preferred Stock issued upon conversion of convertible promissory note(s) issued in connection with the Convertible Note Agreement (the "**CNA**") dated December 18, 2003, between the Company and Invus, L.P. (the "**Invus**"); (x) the Series E Preferred Stock issued pursuant to the Purchase Agreement; (xi) all Securities acquired by any Investor pursuant to the rights of first offer described in Sections 3 or 4 of this Agreement; and (xii) any Securities issued with respect to the foregoing upon any stock split, stock dividend, recapitalization, or similar event or upon any exercise or conversion, as applicable.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"**Founders Shares**" shall mean the shares of Common Stock of the Company issued to the Founders as of the date of this Agreement or at any time in the future.

"**Holder**" shall mean (i) any Investor and any person to whom registration rights under this Agreement have been transferred in accordance with Section 1.13 hereof, (ii) for the purposes of Section 1.6 (and other portions of this Section 1, to the extent they relate to rights of registration under Section 1.6), any Founder or holder of Other Shares and (iii) for the purposes of Sections 1.5, 1.6 and 1.7 (and other portions of this Section 1, to the extent they relate to rights of registration under Sections 1.5, 1.6 and 1.7), Warrantholders.

"**Initial Public Offering**" shall mean the first sale of Securities of the Company pursuant to an effective registration statement under the Securities Act.

"**Initiating Holders**" shall mean Holders who in the aggregate hold a majority of the Registrable Securities then held by Holders assuming conversion or exercise, as applicable, of all Eligible Securities.

“**Lighthouse Preferred Warrant**” shall mean the Preferred Stock Purchase Warrant dated March 29, 2005, pursuant to which Lighthouse Capital Partners V, L.P. (“**Lighthouse**”) may purchase shares of the Company’s authorized Series D Preferred Stock.

“**Other Shares**” shall mean the shares of Common Stock of the Company issued pursuant to the Common Stock Purchase Agreements dated July 17, 2001 and February 2005 by and between the Company and President and Fellows of Harvard College.

“**Permitted Transferee**” shall mean (i) any general partner or retired general partner of any Holder which is a partnership; (ii) any family member of a Holder or trust for the benefit of any individual Holder; (iii) any Investor; (iv) an Affiliate of an Investor; or (v) any transferee who acquires at least 40,000 shares of Eligible Securities.

The terms “**register**,” “**registered**” and “**registration**” refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

“**Registration Expenses**” shall mean all expenses incurred by the Company in complying with Sections 1.5, 1.6 and 1.7 hereof, including, without limitation, all registration, qualification, stock exchange and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company and accountants and other persons retained by or for the Company (including the fees of one counsel for the Holders, not to exceed $25,000), blue sky fees and expenses, accounting fees and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

“**Registrable Securities**” means (i) any shares of Common Stock which are Eligible Securities, (ii) any shares of Common Stock issuable upon the exercise or conversion, as applicable, of Eligible Securities, (iii) for the purposes of Section 1.6 (and other portions of this Section 1, to the extent they relate to rights of registration under Section 1.6) any shares of Common Stock which are Founder Shares or Other Shares, and (iv) for the purposes of Sections 1.5, 1.6 and 1.7 (and other portions of this Section 1, to the extent they relate to rights of registration under Sections 1.5, 1.6 and 1.7) any shares of Common Stock which are Warrant Shares; provided, however, that shares of Common Stock shall be treated as Registrable Securities only if and so long as they have not been (A) sold to or through a broker or dealer or underwriter in a public distribution or a public securities transaction, (B) sold in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act under Section 4(1) thereof so that all transfer restrictions and restrictive legends with respect thereto are removed upon the consummation of such sale or (C) sold in a transaction in which the rights granted under this Section 1 are not assigned in accordance with this Agreement.

“**Restricted Securities**” shall mean the securities of the Company required to bear the legends set forth in Section 1.3 hereof.

“**Securities**” shall mean shares of, or securities convertible into or exercisable for any shares of, any class of capital stock of the Company.

“**Securities Act**” shall mean the Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

“**Selling Expenses**” shall mean all underwriting discounts and selling commissions and applicable to the securities registered by the Holders and any fees and disbursements of counsel for the Holders not included in the definition of Registration Expenses.

“**Voting Agreement**” shall mean the Second Amended and Restated Voting Agreement dated August 16, 2005 among the Company and certain stockholders of the Company.

“**Warrant Shares**” shall mean the shares of Common Stock of the Company issued or issuable upon conversion of the (i) Series C Preferred Stock issued or issuable upon exercise or conversion of (A) the warrant to purchase up to 17,500 shares of Series C Preferred Stock issued to TBCC Funding Trust II (“**TBCC**”) pursuant to the Master Loan and Security Agreement dated March 27, 2002 by and between the Company and Transamerica Technology Finance Corporation; (B) the warrant to purchase up to 31,008 shares of Series C Preferred Stock issued to General Electric Capital Corporation (“**GE Capital**”) in connection with the Master Security Agreement dated as of November 8, 2002, as amended (the “**Master Security Agreement**”) by and between the Company and GE Capital; (C) the warrants to purchase an aggregate of up to 90,000 shares of Series C Preferred Stock issued to Glaxo Group Limited (“**GGL**”) in connection with the Development Collaboration and License Agreement dated September 22, 2003 (the “**License Agreement**”); and (D) the warrants to purchase an aggregate of up to 110,000 shares of Series C Preferred Stock issued to SmithKline Beecham Corporation (“**SBC**”) in connection with the License Agreement; and (ii) the Series D Preferred Stock issued or issuable upon exercise or conversion of (A) the warrant to purchase up to 37,500 shares of Series D Preferred Stock dated March 18, 2004 and issued to GE Capital in connection with extensions of credit to the Company; (B) the warrant to purchase up to 380,556 shares of Series D Preferred Stock dated June 30, 2004 and issued to In-Q-Tel, Inc. (“**In-Q-Tel**”); (C) the Lighthouse Preferred Warrant; and (D) the warrant to purchase up to 126,851 shares of Series D Preferred Stock dated June 30, 2004 and issued to In-Q-Tel Employee Fund, LLC (“**Employee Fund**”) . GGL, SBC, TBCC, GE Capital, In-Q-Tel, Employee Fund, and Lighthouse are collectively referred to herein as “**Warrantholders**.”

“**Worthington Shares**” shall mean the Founder Shares issued to Gajus Worthington.

1.2 Restrictions. No Restricted Securities shall be sold, assigned, transferred or pledged except upon the conditions specified in this Agreement. Each Holder will cause any proposed purchaser, assignee, transferee or pledgee of its Restricted Securities to agree in writing to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement, including, without limitation, Section 1.14, except where such Restricted Securities would cease to be Restricted Securities in connection with such proposed purchase, assignment, transfer or pledge.

1.3 Restrictive Legend. Each certificate representing Registrable Securities shall (unless otherwise permitted by the provisions of Section 1.4 below) be stamped or otherwise imprinted with a legend in the following form (in addition to any legend required under applicable state securities laws):

> "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). SUCH SHARES MAY NOT BE SOLD, TRANSFERRED OR PLEDGED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL (WHICH MAY BE COUNSEL FOR THE COMPANY), OR OTHER EVIDENCE, REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT."
>
> "THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE SHAREHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY."
>
> "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A MARKET STAND-OFF AGREEMENT IN THE EVENT OF A PUBLIC OFFERING, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY."

Each Holder consents to the Company making a notation on its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer established in this Section 1.

1.4 Notice of Proposed Transfers. Each Holder of each certificate representing Restricted Securities, by acceptance thereof, agrees to comply in all respects with the restrictions on transfer contained in Sections 1.2, 1.3, 1.4 and 1.14 of this Agreement. Solely for purposes of the foregoing sentence and for the sake of clarification, the term "Holder" shall also include and the term "Restricted Securities" shall also apply to any Founder, holder of Other Shares or Warrantholders. Prior to any proposed sale, assignment, transfer or pledge of any Restricted Securities (other than any transfer not involving a change in beneficial ownership), unless there is in effect a registration statement under the Securities Act covering the proposed transfer, the Holder thereof shall give written notice to the Company of such Holder's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail, and shall be accompanied at such Holder's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall be, reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transfer of the Restricted Securities may be effected without registration under the Securities Act and applicable state securities laws, or (ii) a "no action" letter from the Commission

to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the Commission that action be taken with respect thereto, or (iii) any other evidence reasonably satisfactory to counsel to the Company, whereupon the Holder of such Restricted Securities shall be entitled to transfer such Restricted Securities in accordance with the terms of the notice delivered by the Holder to the Company; provided, however, that no such legal opinion, "no action" letter or other evidence shall be required with respect to a transfer to an Affiliate. Each certificate evidencing the Restricted Securities transferred as above provided shall bear, except if such transfer is made pursuant to Rule 144, the appropriate restrictive legend set forth in Section 1.3 above, except that such certificate shall not bear such restrictive legend if, in the opinion of counsel for such Holder and reasonably acceptable to the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act or this Agreement.

1.5 Requested Registration.

(a) Request for Registration. In case the Company shall receive from Initiating Holders a written request that the Company effect any registration with respect to a public offering of at least 50% of the Registrable Securities, the reasonably anticipated aggregate price to the public of which, net of underwriting discounts and commissions, would exceed $20,000,000, the Company will:

(i) promptly give written notice of the proposed registration to all other Holders; and

(ii) use its best efforts to effect as soon as practicable such registration (including, without limitation, the execution of an undertaking to file post-effective amendments, appropriate qualification under applicable blue sky or other state securities laws and appropriate compliance with applicable regulations issued under the Securities Act and any other governmental requirements or regulations) as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any Holder or Holders joining in such request as are specified in a written request received by the Company within 15 days after receipt of the written notice from the Company; provided, however, that the Company shall not be obligated to take any action to effect any such registration pursuant to this Section 1.5:

(1) Prior to six months following the closing of the Company's Initial Public Offering;

(2) During the period starting with the date 60 days prior to the Company's estimated date of filing of, and ending on the date three months immediately following the effective date of, any registration statement (other than a registration of Securities in a Rule 145 transaction or with respect to an employee benefit plan) pertaining to Securities of the Company (subject to Section 1.6(a) hereof), provided that the Company is actively employing in good faith all reasonable efforts to cause such registration statement to be filed and become effective and that the Company provides the Initiating Holders written notice of its intent to file such

registration statement within 30 days of receiving the request for registration from the Initiating Holders and provided further, however, that the Company may not utilize this right more than once in any 12-month period.

(3) After the Company has effected two registrations pursuant to this Section 1.5; or

(4) If the Company shall furnish to such Holders a certificate, signed by the President of the Company, stating that in the good faith judgment of the Board of Directors it would be seriously detrimental to the Company or its shareholders for a registration statement to be filed in the near future, in which case the Company's obligation to use its best efforts to register under this Section 1.5 shall be deferred for a period not to exceed 90 days from the date of receipt of written request from the Initiating Holders; provided, however, that the Company may not utilize this right more than once in any 12-month period.

(b) Underwriting. If the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as part of their request made under Section 1.5(a), and the Company shall so advise the Holders as part of the notice given pursuant to Section 1.5(a)(i). The right of any Holder to registration pursuant to Section 1.5 shall be conditioned upon such Holder's participation in the underwriting arrangements required by this Section 1.5 and the inclusion of such Holder's Registrable Securities in the underwriting, to the extent requested and provided herein.

The Company shall (together with all Holders proposing to distribute their securities through such underwriting) enter into an underwriting agreement in customary form with the managing underwriter selected for such underwriting by the Company and a majority of the Holders. Notwithstanding any other provision of this Section 1.5, if the managing underwriter advises the Company in writing that marketing factors require a limitation of the number of shares to be underwritten, then the Company shall so advise all Holders of Registrable Securities who indicated their intent to participate in the registration in a timely manner, and the number of shares of Registrable Securities that may be included in the registration and underwriting shall be allocated among such Holders in proportion, as nearly as practicable, to the respective number of Registrable Securities held by such Holders at the time of filing the registration statement, provided, however, that the number of shares of Registrable Securities to be included in such underwriting shall not be reduced unless all Worthington Shares, all Other Shares and all other Securities that are not Registrable Securities (other than Securities to be sold for the account of the Company) are first entirely excluded from the underwriting. No Registrable Securities excluded from the underwriting by reason of the underwriter's marketing limitation shall be included in such registration. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest 100 shares.

If any Holder of Registrable Securities disapproves of the terms of the underwriting, such person may elect to withdraw therefrom by written notice to the Company, the managing underwriter and the Initiating Holders. The Registrable Securities so withdrawn shall also be withdrawn from registration.

1.6 Company Registration.

(a) Notice of Registration. If at any time or from time to time, the Company shall determine to register any Common Stock, either for its own account or the account of a security holder or holders other than (i) a registration relating to employee benefit plans, (ii) a registration relating to the offer and sale of debt securities, (iii) a registration relating to a Commission Rule 145 transaction, or (iv) a registration pursuant to Sections 1.5 or 1.7 hereof, the Company will:

(i) promptly give to each Holder written notice thereof; and

(ii) include in such registration (and any related qualification under blue sky laws or other compliance), and in any underwriting involved therein, all the Registrable Securities specified in a written request or requests made within 15 days after receipt of such written notice from the Company by any Holder.

(b) Underwriting. If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise the Holders in a written notice given pursuant to this Section 1.6. In such event, the right of any Holder to registration pursuant to this Section 1.6 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of Registrable Securities in the underwriting to the extent provided herein.

All Holders proposing to distribute their securities through such underwriting shall (together with the Company and the other holders distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the managing underwriter selected for such underwriting by the Company. Notwithstanding any other provision of this Section 1.6, if the managing underwriter advises the Company in writing that marketing factors require a limitation of the number of shares to be underwritten, then the Company shall so advise all Holders of Registrable Securities and the number of shares of Registrable Securities that may be included in the registration and underwriting shall be allocated among all Holders thereof in proportion, as nearly as practicable, to the respective number of Registrable Securities held by such Holders at the time of filing the registration statement; provided, however, that, no Registrable Securities shall be excluded until all Worthington Shares, all Other Shares and all other Securities that are not Registrable Securities (other than Securities to be sold for the account of the Company) are first excluded, and provided further, that, except in the case of the Company's Initial Public Offering (where Registrable Securities may be excluded entirely), the number of Registrable Securities included in such underwriting shall not be reduced below 25% of the total number of shares in the underwriting. No Registrable Securities excluded from the underwriting by reason of the underwriter's marketing limitation shall be included in such registration. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest 100 shares. The Company may include shares of Common Stock held by shareholders other than Holders in a registration statement pursuant to this Section 1.6 to the extent that the amount of Registrable Securities otherwise includible in such registration statement would not thereby be diminished.

If any Holder or other holder disapproves of the terms of any such underwriting, he or she may elect to withdraw therefrom by written notice to the Company and the managing underwriter. The Registrable Securities so withdrawn shall also be withdrawn from such registration and, in the case of the Company's Initial Public Offering, shall be subject to Section 1.14.

(c) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 1.6 prior to the effectiveness of such registration, whether or not any Holder has elected to include securities in such registration.

1.7 Registration on Form S-3.

(a) If any Holder or Holders request that the Company file a registration statement on Form S-3 (or any successor form to Form S-3) for a public offering of Registrable Securities, the reasonably anticipated aggregate price to the public of which, net of underwriting discounts and commissions, would exceed $2,000,000, and the Company is then entitled to use Form S-3 under applicable Commission rules to register the Registrable Securities for such an offering, the Company will:

(i) promptly give written notice of the proposed registration to all other Holders; and

(ii) use its best efforts to effect as soon as practicable such registration (including, without limitation, the execution of an undertaking to file post-effective amendments, appropriate qualification under applicable blue sky or other state securities laws and appropriate compliance with applicable regulations issued under the Securities Act and any other governmental requirements or regulations) as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any Holder or Holders joining in such request as are specified in a written request received by the Company within 15 days after receipt of the written notice from the Company; provided, however, that the Company shall not be obligated to take any action to effect any such registration pursuant to this Section 1.7:

(1) if the Company, within ten (10) days of the receipt of the request for registration pursuant to this Section 1.7, gives notice of its bona fide intention to effect the filing of a registration statement with the Commission within ninety (90) days of receipt of such request (other than with respect to a registration statement relating to a Rule 145 transaction or an employee benefit plan or any other registration which is not appropriate for the registration of Registrable Securities);

(2) during the period starting with the date sixty (60) days prior to the Company's estimated date of filing of, and ending on the date three months immediately following, the effective date of any registration statement pertaining to Securities of the Company (other than with respect to a registration statement relating to a Rule 145 transaction or an employee benefit plan), provided that the Company is actively employing in good faith all reasonable efforts to cause such registration statement to be filed and become effective; or

(3) if the Company shall furnish to such Holder or Holders a certificate signed by the President of the Company stating that in the good faith judgment of the Board of Directors it would be seriously detrimental to the Company or its shareholders for registration statements to be filed in the near future, then the Company's obligation to use its best efforts to file a registration statement shall be deferred for a period not to exceed 90 days from the receipt of the request to file such registration by such Holder or Holders; provided further, however, that the Company may not utilize the rights provided for in subsections (1) and (2) above and this subsection (3) more than once in total in any twelve month period. For the avoidance of doubt, if the Company utilizes any of the rights provided for in subsections (1), (2) and (3), it shall not have the right to utilize the same right again; nor shall it have the right to utilize any of the other rights provided in subsections (1), (2) and (3) for twelve months.

(b) Underwriting. If the Holders requesting registration intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as part of their request made under Section 1.7(a), and the Company shall so advise the Holders as part of the notice given pursuant to Section 1.7(a)(i). The substantive provisions of Section 1.5(b) shall otherwise apply to such registration.

1.8 Expenses of Registration. All Registration Expenses incurred in connection with any registration pursuant to Sections 1.5, 1.6 and 1.7 shall be borne by the Company. If a registration proceeding is begun upon the request of Holders pursuant to Section 1.5 or 1.7, but such request is subsequently withdrawn at the request of the Holders, then the Holders of Registrable Securities to have been registered may either: (i) bear all Registration Expenses of such proceeding, pro rata on the basis of the number of shares to have been registered, in which case the Company shall be deemed not to have effected a registration pursuant to Section 1.5(a) or 1.7(a) of this Agreement as applicable; provided, however, that the Company, and not the Holders, shall be required to pay for the Registration Expenses if the Holders learn of a materially adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request promptly following discovery of such material adverse change; or (ii) if the registration is being effected pursuant to Section 1.5, require the Company to bear all Registration Expenses of such proceeding, in which case the Company shall be deemed to have effected a registration pursuant to Section 1.5(a). Unless otherwise stated, all other Selling Expenses relating to securities registered on behalf of the Holders shall be borne by the Holders of the registered securities included in such registration pro rata on the basis of the number of shares so registered, provided that to the extent a Holder elects to retain its own counsel (an "**Additional Counsel**") separate from the counsel for all the Holders permitted pursuant to the definition of "Registration Expenses" under Section 1.1, then such Holder shall exclusively bear the costs of such Additional Counsel.

1.9 Registration Procedures. In the case of each registration, qualification or compliance effected by the Company pursuant to this Section 1, the Company will keep each Holder advised in writing as to the initiation of each registration, qualification and compliance and as to the completion thereof. At its expense the Company will, as expeditiously as reasonably possible:

(a) Prepare and file with the Commission a registration statement with respect to such Registrable Securities and use its best efforts to cause such registration statement to become effective, and, upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or until the distribution described in the registration statement has been completed; provided, however, that such 120-day period shall be extended for a period of time equal to the period the Holder refrains from selling any securities included in such registration at the request of an underwriter of Common Stock (or other securities) of the Company.

(b) Prepare and file with the Commission, in consultation with the Holders, such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(c) Furnish to the Holders participating in such registration and to the underwriters of the securities being registered such reasonable number of copies of the registration statement, preliminary prospectus, final prospectus and such other documents as such underwriters may reasonably request in order to facilitate the public offering of such securities.

(d) Use its best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the Holders; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act.

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such offering. Each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement.

(f) Notify each Holder of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing, and at the request of any such Holder, prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing.

(g) Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange, or quoted in a U.S. automated inter-dealer quotation system, as the case may be, on which similar securities issued by the Company are then listed or quoted.

(h) Provide a transfer agent and registrar for all Registrable Securities registered pursuant hereunder and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration.

(i) In the event of any underwritten public offering, cooperate with the selling Holders, the underwriters participating in the offering and their counsel in any due diligence investigation reasonably requested by the selling Holders or the underwriters in connection therewith, and participate, to the extent reasonably requested by the managing underwriter for the offering or the selling Holder, in efforts to sell the Registrable Securities under the offering (including, without limitation, participating in "roadshow" meetings with prospective investors) that would be customary for underwritten primary offerings of a comparable amount of equity securities by the Company.

1.10 Indemnification.

(a) The Company will indemnify and defend each Holder, each of its officers and directors and partners, and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration, qualification or compliance is being effected pursuant to this Section 1, and each underwriter, if any, and each person who controls any underwriter within the meaning of Section 15 of the Securities Act, against all expenses, claims, losses, damages or liabilities (or actions in respect thereof), including any of the foregoing incurred in settlement of any litigation, commenced or threatened, arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus, preliminary prospectus, offering circular or other document, or any amendment or supplement thereto, incident to any such registration, qualification or compliance, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, or any violation or any alleged violation by the Company of the Securities Act or the Exchange Act or any state securities law, or any rule or regulation promulgated thereunder, applicable to the Company in connection with any such registration, qualification or compliance, and the Company will reimburse each such Holder, each of its officers and directors, and each person controlling such Holder, each such underwriter and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability or action, as such expenses are incurred, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with written information furnished to the Company by an instrument duly executed by such Holder, controlling person or underwriter and stated to be specifically for use therein.

(b) Each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification or compliance is being effected, indemnify the Company, each of its directors and officers, each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, and each other such Holder, each of its officers and directors and each person controlling such Holder within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any such registration statement, prospectus, offering circular or other document, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company, such Holders, such directors, officers, persons, underwriters or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, as such expenses are incurred, in each case to the extent, but only if and to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular or other document in reliance upon and in conformity with written information furnished to the Company by an instrument duly executed by such Holder and stated to be specifically for use therein; provided, however, that the liability of any Holder shall be limited to the net proceeds received by such Holder from the sale of Securities pursuant to such registration.

(c) Each party entitled to indemnification under this Section 1.10 (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party (whose approval shall not unreasonably be withheld), and the Indemnified Party may participate in such defense at such party's expense; provided, however, that an Indemnified Party (together with all other Indemnified Parties which may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the Indemnifying Party, if representation of such Indemnified Party by the counsel retained by the Indemnifying Party would be inappropriate due to actual or potential differing interests between such Indemnified Party and any other party represented by such counsel in such proceeding. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 1 unless, and only to the extent that, the failure to give such notice is materially prejudicial to an Indemnifying Party's ability to defend such action. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

(d) If the indemnification provided for in this Section 1.10 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss,

liability, claim, damage, or expense referred to therein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as any other relevant equitable considerations (except to the extent that contribution is not permitted under Section 11(f) of the Securities Act); provided, however, that, no Holder will be required to pay any amount under this subsection 1.10(d) in excess of the net proceeds from the sale of all Registrable Securities offered and sold by such Holder pursuant to such registration statement. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control with respect to the rights and obligations of each of the parties to such underwriting agreement.

(f) The obligations of the Company and Holders under this Section 1.10 shall survive the completion of any offering of Registrable Securities in a registration statement under this Section 1, and otherwise.

1.11 Information by Holder. The Holder or Holders of Registrable Securities included in any registration shall furnish to the Company such information regarding such Holder or Holders, the Securities held by them and the distribution proposed by such Holder or Holders as the Company may reasonably request in writing and as shall be required in connection with any registration referred to in this Section 1.

1.12 Reports Under Securities Exchange Act of 1934. With a view to making available to the Holders the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the Commission that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company agrees to use its best efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date that the Company becomes subject to the reporting requirements of the Securities Act or the Exchange Act;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements);

(c) register its Common Stock under Section 12 of the Exchange Act at such time as it is required to do so pursuant to the Exchange Act; and

(d) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of the first registration statement filed by the Company), the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after it so qualifies), (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information in the possession of or reasonably obtainable by the Company as may be reasonably requested in availing any Holder of any rule or regulation of the Commission which permits the selling of any such securities without registration or pursuant to such form.

1.13 Transfer of Registration Rights. The rights to cause the Company to register Registrable Securities granted to the Investors under Sections 1.5, 1.6 and 1.7 may be assigned to a transferee or assignee in connection with any transfer or assignment of Eligible Securities by an Investor; provided that (a) such transfer may otherwise be effected in accordance with applicable securities laws, (b) notice of such assignment is given to the Company, (c) such transferee is a Permitted Transferee and (d) such transferee or assignee agrees to be bound by and subject to the terms and conditions of this Agreement.

1.14 Standoff Agreement.

(a) Each Holder agrees in connection with the first sale of the Company's Common Stock in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act, upon notice by the Company or the underwriters managing such public offering, not to sell, make any short sale of, loan, pledge (or otherwise encumber or hypothecate), grant any option for the purchase of, or otherwise directly or indirectly dispose of any Securities (other than those included in the registration) without the prior written consent of the Company and such managing underwriters for such period of time as the Board of Directors establishes pursuant to its good faith negotiations with such managing underwriters; provided, however that:

(i) such agreement shall not exceed one hundred eighty (180) days;

(ii) such agreement shall not apply to transfers to an Affiliate, provided that such Affiliate agrees to be bound by the terms of such agreement, to the same extent as if such transferee were the original party thereunder;

(iii) a Holder shall not be subject to such agreement unless (A) all executive officers and directors of the Company, (B), all shareholders of the Company holding more than 1% of the Company's outstanding capital stock; and (C) all other Holders and holders of other registration rights, are subject to or obligated to enter into similar agreements; and

(iv) if and when any person identified in clause (iii) is released, in whole or in part, from such agreement (whether or not such release is contemplated at the time of the offering) or if any such agreement is terminated, the Holder shall be concurrently released on a pro rata basis based on the number of shares held by such person and the Holder.

(b) Each Holder agrees that prior to the Initial Public Offering it will not transfer securities of the Company unless each transferee agrees in writing to be bound by all of the provisions of this Section 1.14; provided that this Section 1.14(b) shall not apply to transfers pursuant to a registration statement.

(c) Each Holder hereby consents to the placement of stop transfer orders with the Company's transfer agent in order to enforce the foregoing provision and agrees to execute a market standoff agreement with said underwriters in customary form consistent with the provisions of this Section 1.14.

1.15 No Right to Delay Registration. No holder shall restrain, enjoin, or otherwise delay any registration hereunder, notwithstanding any controversy that might arise with respect to the interpretation or implementation of this Agreement.

1.16 Termination of Rights. No Holder shall be entitled to exercise any right provided for in this Section 1 after the earlier of (i) five (5) years following the consummation of the Initial Public Offering, and (ii) that date following the Initial Public Offering upon which each Holder holds less than 1% of the then issued and outstanding shares of capital stock of the Company and all such shares may be sold under Section 5 of the Securities Act whether pursuant to Rule 144 or another applicable exemption during any 90 day period. All other provisions hereof relating to registration rights shall continue to be effective despite any termination of such registration rights pursuant to this section.

1.17 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not enter into any agreement granting any holder or prospective holder of any securities of the Company registration rights with respect to such securities unless (i) such new registration rights, are subordinate to the registration rights granted Holders hereunder and include similar market stand-off obligations or (ii) such new registration rights are approved by the Holders of 50% of the Registrable Securities then held by Holders (assuming exercise or conversion of all outstanding Eligible Securities); provided, however, that Warrantholders may enter into this Agreement by executing and delivering a counterpart signature page to this Agreement.

SECTION 2

Affirmative Covenants of the Company

The Company hereby covenants and agrees as follows:

2.1 Delivery of Financial Statements. The Company will furnish to each Investor who holds at least 40,000 shares of Eligible Securities (as adjusted for stock splits and combinations):

(a) as soon as reasonably practicable, an income statement for such fiscal year, a balance sheet of the Company and statement of shareholder's equity as of the end of such year, and a cash flow statement for such year, such year-end financial reports to be in reasonable detail, prepared in accordance with generally accepted accounting principles ("**GAAP**"), and audited and certified by independent public accountants of nationally recognized standing selected by the Company; and

(b) as soon as practicable, but in any event within forty-five (45) days after the end of each of the first three (3) quarters of each fiscal year of the Company, an unaudited income statement, cash flow statement for such fiscal quarter and an unaudited balance sheet as of the end of such fiscal quarter.

2.2 Additional Information Rights.

(a) Budget and Operating Plan. The Company will furnish to each Investor who holds at least 750,000 shares of Eligible Securities (as adjusted for stock splits and combinations) as soon as practicable upon approval or adoption by the Company's Board of Directors, and in any event within 15 days prior to the start of a fiscal year, the Company's budget and operating plan for such fiscal year.

(b) Other Information. The Company will furnish to each Investor who holds at least 750,000 shares of Eligible Securities (as adjusted for stock splits and combinations) such other information relating to the financial condition, business, prospects or corporate affairs of the Company as such Investor may from time to time request; provided, however, that the Company shall not be obligated under this subsection (b) or any other subsection of Section 2.2 to provide information which it deems in good faith to be a trade secret or similar confidential information.

(c) Inspection. The Company shall permit each Investor who holds at least 750,000 shares of Eligible Securities (as adjusted for stock splits and combinations), at such Investor's expense, to visit and inspect the Company's properties, to examine its books of account and records and to discuss the Company's affairs, finances and accounts with its officers, all at such reasonable times and during normal working hours as may be requested by such Investor; provided, however, that the Company shall not be obligated under this subsection (c) or any other subsection of Section 2.2 to provide access to information which it deems in good faith to be a trade secret or similar confidential information.

(d) Monthly Financial Statements. The Company will furnish to each Investor who holds at least 750,000 shares of Eligible Securities (as adjusted for stock splits and combinations), upon the request of such Investors, within thirty (30) days of the end of each month,

an unaudited income statement and cash flow statement and unaudited balance sheet for and as of the end of such month, in reasonable detail.

2.3 Confidentiality. Each Investor agrees to use commercially reasonable efforts to maintain the confidentiality of information obtained pursuant to this Section 2, provided that such obligation shall not apply to (i) information previously in possession or independently developed by Investor, (ii) information publicly available other than as a result of breach of this provision (iii) information required to be disclosed by statute, regulation or court or administrative order.

2.4 Visitation Rights. One representative chosen collectively by LB I Group Inc., Lehman Brothers P.A. LLC, Lehman Brothers Partnership Account 2000/2001, L.P. and Lehman Brothers Offshore Partnership Account 2000/2001, L.P. (collectively, "**Lehman**"), one representative chosen collectively by EuclidSR Partners, L.P. and EuclidSR Biotechnology Partners, L.P. (collectively, "**EuclidSR**"), one representative chosen by Piper Jaffray Healthcare Fund III, L.P. ("**Piper Jaffray**"), one representative chosen by GE Capital Equity Investments, Inc. ("**GE Capital**"), one representative chosen collectively by Interwest Investors VII, L. P. and Interwest Partners VII, L.P. (collectively, "**Interwest**"), one representative chosen by AllianceBernstein L.P. ("**Alliance**"), and one representative chosen by BMSIF shall have the right to attend all meetings of the Board of Directors, including meetings of any committee of the Board and including the right to participate in any telephonic board meetings, so long as such Investor holds at least 750,000 shares of Eligible Securities (as adjusted for stock splits and combinations and the like). Said representative(s) shall be provided with notice of the meetings in the same manner at the same time as the members of the Board of Directors and shall be provided with any materials distributed to the Board of Directors in connection with board meetings. The foregoing visitation rights may be limited by the Board of Directors if (i), upon the advice of counsel, the Board of Directors determines that exclusion is required by third party confidentiality agreements, (ii) the Board is discussing engaging Investor or an affiliate of Investor as a financial advisor or underwriter; or (iii) the Board is discussing a material transaction with an entity in which Investor or a private equity fund affiliated with Investor is a 5% or greater shareholder, or (iv) the Board determines in good faith upon advice of counsel that limitations are required to maintain attorney-client privilege.

2.5 Stock Option Vesting. Unless otherwise decided by the Board of Directors, all option grants to employees shall vest over a four-year period with 25% of the shares subject to each option vesting a year after commencement of employment and the remainder of the shares vesting in equal amounts on a monthly basis thereafter.

2.6 Insurance. The Company shall, subject to the approval of the Board of Directors, maintain such fire, casualty and general liability insurance with coverages and in amounts as shall be determined by the Board of Directors. The Company agrees to maintain in full force and effect directors and officers liability insurance with coverage in the aggregate amount of amount of $2 million covering all of its directors. The Company will maintain coverage for the Series C Directors (as defined in the Voting Agreement) and the Series D Directors (as defined in the Voting Agreement) under such directors and officers liability insurance at all times commencing upon the Closing (as defined in the Purchase Agreement).

2.7 Proprietary Information Agreements. Unless otherwise determined by the Board of Directors, all future employees and consultants of the Company shall be required to execute and deliver a proprietary information and invention assignment agreement.

2.8 Invention Assignments. The Company agrees to use commercially reasonable efforts to obtain from each of the individual contributing inventors for each invention that forms any part of any patent or patent application owned by or licensed to the Company, executed invention assignments in favor of the Company or the appropriate third party licensor, as the case may be.

2.9 Key-Man Life Insurance. The Company shall obtain and maintain key-man life insurance in such amount as is determined by the Company's Board of Directors, on Gajus Worthington. Such policy shall name the Company as loss payee and shall not be cancelable by the Company without prior unanimous approval of the Board of Directors.

2.10 Compliance with Laws. The Company shall use its best efforts to comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, where noncompliance would have a material adverse effect on the Company's business and financial condition.

2.11 Termination of Covenants. The covenants set forth in Section 2 shall terminate on, and be of no further force or effect after, the closing of the Company's Initial Public Offering. The rights granted pursuant to this Section 2 are not transferable other than to Affiliates of Holders.

SECTION 3

Right of First Offer For Company Securities

3.1 Right of First Offer. Subject to the terms and conditions specified in this Section 3, the Company hereby grants to each Investor a right of first offer with respect to future sales by the Company of its Securities. An Investor shall be entitled to apportion the right of first offer hereby granted among itself and its partners and Affiliates in such proportions as it deems appropriate.

Each time the Company proposes to offer any Securities in a Financing (as defined below), the Company shall first make an offering of such Securities to each Investor in accordance with the following provisions:

(a) The Company shall deliver a notice ("**Notice**") to each Investor stating (i) its intention to offer such Securities for sale, (ii) the number of such Securities to be offered (the "**Offered Securities**"), (iii) the price, if any, for which it proposes to offer such Securities, (iv) the terms of such offer and (v) the Offer Amount (as defined below).

(b) Within fifteen (15) calendar days after receipt of the Notice, each Investor may elect to purchase, at the price and on the terms specified in the Notice, such Securities in an amount up to the Offer Amount by providing the Company with written notice of its election.

(c) An election by an Investor pursuant to Section 3.1(b) to purchase Offered Securities shall not be considered a binding commitment on the Investor unless and until the Company receives binding commitments to purchase on the terms and conditions contained in the Notice substantially all of the Offered Securities which the Investors have not elected to purchase.

Notwithstanding the foregoing, the Company and each of the Investors acknowledge and agree that Lighthouse shall have the opportunity to invest not less than $250,000 in connection with the first Financing completed after the date of this Agreement that involves the sale and issuance by the Company of shares of the Company's convertible preferred stock with aggregate gross proceeds to the Company of at least $3 million. In the event that Lighthouse's right to purchase Offered Securities as otherwise set forth in this Section 3.1 would not permit such $250,000 investment, then each of the Investors agrees that its respective right to purchase Offered Securities pursuant to this Section 3.1 may be cut-back (proportionately with all other Investors based on the number of shares of Eligible Securities held by the Investors) in such amounts as may be necessary to permit the exercise of Lighthouse's rights as set forth herein.

3.2 Sale of Securities by Company. Within 60 days of the expiration of the period described in Section 3.1(b), any Offered Securities which the Investors have not elected to purchase may be sold by the Company to any person or persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Notice. If the Company does not complete the sale of all such Offered Securities within said 60-day period, the rights of the Investors with respect to any such unsold Offered Securities shall be deemed to be revived.

3.3 Offer Amount. The "**Offer Amount**" shall equal that percentage of the Offered Securities equal to the number of shares of Eligible Securities held by an Investor which are Registrable Securities divided by the total number of outstanding shares of Common Stock of the Company. For the purposes of the foregoing calculations, all outstanding options and warrants shall be deemed to be exercised and all Preferred Stock shall be deemed to have been converted into Common Stock at the prevailing conversion rate.

3.4 Financing. "**Financing**" shall mean an offering or series of related offerings of Securities by the Company for purposes of raising working capital in a minimum amount of $250,000. Financing shall not include (i) the issuance or sale of shares of Common Stock or options to purchase Common stock to employees, officers, directors or consultants for the primary purpose of soliciting or retaining their services in such amount as shall have been approved by the Board of Directors, (ii) the issuance or sale of Securities to leasing entities or financial institutions in connection with commercial leasing or borrowing transactions approved by the Board of Directors, (iii) the issuance or sale of Securities to third party providers of goods or services in connection with transactions approved by the Board of Directors; (iv) the sale of Securities in a registered public offering, (v) any issuances of Securities in connection with any stock split, stock dividend or recapitalization by the Company, (vi) the issuance of Securities at a price (on an as converted to

Common Stock basis) below the original issue price of the Company's Series E Preferred Stock (as adjusted for stock splits, recapitalizations and like events) in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or any joint venture or strategic alliance, if such issuance is approved unanimously by the Board of Directors, provided that the issuance of the Company's Series E Preferred Stock to BMSIF or any Affiliate thereof or any related entity to the Singapore Economic Development Board pursuant to Section 3.4(xii) below at a price below the original issue price of the Company's Series E Preferred Stock (as adjusted for stock splits, recapitalizations and like events) shall also not be a Financing hereunder, (vii) the issuance of Securities at a price (on an as converted to Common Stock basis) at or above the original issue price of the Company's Series E Preferred Stock (as adjusted for stock splits, recapitalizations and like events) in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or any joint venture or strategic alliance, if such issuance is approved by the Board of Directors, (viii) the issuance of Securities at a price (on an as converted to Common Stock basis) below the original issue price of the Company's Series E Preferred Stock (as adjusted for stock splits, recapitalizations and like events) in connection with the acquisition of another corporation by the Company by merger, consolidation, or purchase of all or substantially all of the assets or shares of such corporation unanimously approved by the Board of Directors, (ix) the issuance of Securities at a price (on an as converted to Common Stock basis) at or above the original issue price of the Company's Series E Preferred Stock (as adjusted for stock splits, recapitalizations and like events) in connection with the acquisition of another corporation by the Company by merger, consolidation, or purchase of all or substantially all of the assets or shares of such corporation approved by the Board of Directors; (x) shares of Series E Preferred Stock issued pursuant to the terms of the Purchase Agreement; (xi) interest-bearing convertible promissory notes in the aggregate principal amount of $8 million issued or issuable pursuant to the CNPA and/or the CNA and any Securities issued on conversion thereof; and (xii) additional interest-bearing convertible promissory notes to be issued after the date hereof in the aggregate principal amount of up to $15 million to BMSIF or any Affiliate thereof or any related entity to the Singapore Economic Development Board, and any Securities issued on conversion thereof.

3.5 Termination of Right of First Offer. The right of first offer contained in this section shall not apply to and shall terminate upon the closing of an Initial Public Offering. The right of first offer granted under this Section 3 is transferable to transferees of at least 750,000 shares of Registrable Securities (as adjusted for stock splits, combinations and the like) or to Affiliates.

SECTION 4

Right of First Offer with Respect to Founder Shares

4.1 Notice of Sales. Should a Founder (a "**Seller**") propose to accept one or more bona fide offers (collectively, the "**Purchase Offer**") from any persons ("**Purchasers**") to purchase Founders Shares from such Seller (other than as set forth 4.2(d) hereof), then such Seller shall, promptly after exercise or termination of any rights of first refusal held by the Company, deliver a notice (the "**Notice**") to the Company and all Investors holding more than 750,000 shares of Eligible Securities ("**Eligible Investors**").

4.2 Purchase Right. Each Eligible Investor shall have the right, exercisable upon written notice to such Seller within ten (10) business days after receipt of the Notice, to purchase Founders Shares on the terms and conditions specified in the Purchase Offer. To the extent an Eligible Investor exercises its right to purchase such shares in accordance with the terms and conditions set forth below, the number of shares of stock which such Seller may sell to the Purchasers pursuant to the Purchase Offer shall be correspondingly reduced. The purchase right of each Eligible Investor shall be subject to the following terms and conditions:

(a) Calculation of Shares. Each Eligible Investor may purchase all or any part of that number of Founder Shares equal to the number obtained by multiplying (i) the aggregate number of Founders Shares covered by the Purchase Offer by (ii) a fraction, the numerator of which is the number of shares of Common Stock of the Company at the time owned by such Eligible Investor and the denominator of which is the number of shares of Common Stock of the Company then outstanding. For the purposes of the foregoing calculations, all outstanding options and warrants shall be deemed to be exercised and all Preferred Stock shall be deemed to have been converted into Common Stock at the prevailing conversion rate.

(b) Delivery of Consideration. Each Eligible Investor may effect its purchase right by promptly delivering to such Seller a written notice and a check or wire transfer equal to the purchase price specified in the Purchase Offer for the number of shares the Eligible Investor desires to purchase pursuant to this Section 4.2.

(c) Certificate. Within ten (10) business days of receipt of Eligible Investor's funds pursuant to Section 4.2(c), Seller shall deliver to such Eligible Investor a certificate or certificates representing the shares of Founder Shares purchased by such Eligible Investor.

(d) Permitted Transactions. The participation rights in this Section 4 shall not pertain or apply to:

(i) Any transfer to a revocable grantor trust with respect to which the Founder and members of his family are the sole beneficiaries;

(ii) Any repurchase of Founders Shares by the Company;

(iii) Any exercise by the Company of a right or remedy under the terms of any loan, security or stock pledge agreement where the Founders Shares serve as security for a loan made by the Company;

(iv) Any transfer to any ancestors or descendants or spouse of a Founder or to a trustee for their benefit or to a custodian for the benefit of a Founders' issue; or

(v) Any bona fide gift;

provided, however, that such Founder shall inform the Eligible Investors of such transfer or gift (other than a transfer pursuant to clause (ii) or (iii)) prior to effecting it and the transferee or donee (if other than the Company) shall furnish the Company and the Eligible Investors with a written agreement to be bound by and comply with all applicable provisions of this Agreement.

4.3 Sale of Securities by Founder. Within 60 days of the expiration of the period described in the first paragraph of Section 4.2, any Founders Shares covered by the Purchase Offer which the Eligible Investors have not elected to purchase may be sold by the Seller to the Purchasers on the terms and conditions of the Purchase Offer. If the Seller does not complete the sale of all Founders Shares covered by the Purchase Offer within such period, the rights of the Eligible Investors with respect to any such unsold Founders Shares shall be deemed to be revived.

4.4 Termination and Transfer. The restrictions imposed and rights granted by this Section 4 shall not apply to and shall terminate immediately prior to the closing of the Company's Initial Public Offering. Securities received pursuant to any stock dividend, stock split, recapitalization, or exercise of a conversion right shall be subject to this Section 4 to the same extent as the shares of the Company with respect to which they were issued. The right of first offer granted under this Section 4 is transferable to transferees of at least 750,000 shares of Registrable Securities (as adjusted for stock splits, combinations and the like) or to Affiliates.

4.5 Prohibited Transfer. Any attempt by a Founder to transfer Founders Shares in violation of Section 4 hereof shall be void and the Company agrees it will not effect such a transfer nor will it treat any alleged transferee(s) as the holder of such shares, without the written consent of two-thirds (2/3) in interest of the Eligible Investors.

SECTION 5

Right of Co-Sale

5.1 Notice of Sales. Should a Founder (a "**Seller**") propose to accept one or more bona fide offers (collectively, the "**Purchase Offer**") from any persons ("**Purchasers**") to purchase Founders Shares from such Seller (other than as set forth 5.2(d)), then such Seller shall, promptly after exercise or termination of any rights of first refusal held by the Company or the Eligible Investors, deliver a notice (the "**Notice**") to the Company and all Eligible Investors describing the terms and conditions of the Purchase Offer.

5.2 Participation Right. Each Eligible Investor shall have the right, exercisable upon written notice to such Seller within fifteen (15) business days after receipt of the Notice, to participate in such Seller's sale of stock pursuant to the specified terms and conditions of such Purchase Offer. To the extent an Eligible Investor exercises such right of participation in accordance with the terms and conditions set forth below, the number of shares of stock which such Seller may sell pursuant to such Purchase Offer shall be correspondingly reduced. The right of participation of each Eligible Investor shall be subject to the following terms and conditions:

(a) Calculation of Shares. Each Eligible Investor may sell all or any part of that number of shares of Common Stock of the Company equal to the number obtained by multiplying (i) the aggregate number of Founders Shares covered by the Purchase Offer by (ii) a fraction, the numerator of which is the number of shares of Common Stock of the Company at the time owned by such Eligible Investor and the denominator of which is the number of shares of Common Stock of the Company then outstanding. For the purposes of the foregoing calculations, all outstanding options and warrants shall be deemed to be exercised and all Preferred Stock shall be deemed to have been converted into Common Stock at the prevailing conversion rate.

(b) Delivery of Certificates. Each Eligible Investor may effect its participation in the sale by delivering to such Seller for transfer to the Purchaser(s) one or more certificates, properly endorsed for transfer, which represent at least the number of shares of Common Stock which such Eligible Investor elects to sell pursuant to this Section 5.2.

(c) Transfer. The stock certificate or certificates which the Eligible Investor delivers to such Seller pursuant to Section 5.2 shall be delivered by the Seller to the Purchaser(s) in consummation of the sale of the Securities pursuant to the terms and conditions specified in the Notice, and such Seller shall promptly thereafter remit to such Eligible Investor that portion of the sale proceeds to which such Eligible Investor is entitled by reason of its participation in such sale.

(d) Permitted Transactions. The participation rights in this Section 5 shall not pertain or apply to:

(i) Any transfer to a revocable grantor trust with respect to which the Seller and members of his family are the sole beneficiaries;

(ii) Any repurchase of Founders Shares by the Company;

(iii) Any exercise by the Company of a right or remedy under the terms of any loan, security or stock pledge agreement where the Founders Shares serve as security for a loan made by the Company;

(iv) Any transfer to any ancestors or descendants or spouse of a Founder or to a trustee for their benefit or to a custodian for the benefit of a Founders' issue; or

(v) Any bona fide gift;

provided, however, that such Founder shall inform the Eligible Investors of such transfer or gift (other than a transfer pursuant to clause (ii) or (iii)) prior to effecting it and the transferee or donee (if other than the Company) shall furnish the Company and the Eligible Investors with a written agreement to be bound by and comply with all applicable provisions of this Agreement.

5.3 Sale of Securities by Founder. Within 45 days of the expiration of the period described in the first paragraph of Section 5.2, any Founders Shares covered by the Purchase Offer which the Eligible Investors have not elected to purchase may be sold by the Seller to the Purchasers on the terms and conditions of the Purchase Offer. If the Seller does not complete the sale of all Founders Shares covered by the Purchase Offer within such period, the rights of the Eligible Investors with respect to any such unsold Founders Shares shall be deemed to be revived.

5.4 Termination and Transfer. The restrictions imposed and rights granted by this Section 5 shall not apply to and shall terminate immediately prior to the closing of the Company's Initial Public Offering. Securities received pursuant to any stock dividend, stock split, recapitalization, or exercise of a conversion right shall be subject to this Section 5 to the same extent as the shares of the Company with respect to which they were issued. The co-sale right granted under this Section 5 is transferable to transferees of at least 750,000 shares of Registrable Securities (as adjusted for stock splits, combinations and the like) or to Affiliates.

5.5 Prohibited Transfers.

(a) In the event any Founder should sell any Founders Shares in contravention of the co-sale rights of the Investors under Section 5 (a "**Prohibited Transfer**"), the Investors, in addition to such other remedies as may be available at law, in equity or hereunder, shall have the put option provided below, and the Founder shall be bound by the applicable provisions of such option.

(b) In the event of a Prohibited Transfer, each Eligible Investor shall have the right to sell to the Founder the type and number of shares of Common Stock equal to the number of shares that such Eligible Investor would have been entitled to transfer to the third-party transferee(s) under Section 5.2 hereof had the Prohibited Transfer been effected pursuant to and in compliance with the terms thereof. Such sale shall be made on the following terms and conditions:

(i) The price per share at which the shares are to be sold to the Founder shall be equal to the price per share paid by the third-party transferee(s) to the Founder in the Prohibited Transfer. Such price per share shall be paid to the Eligible Investor in cash if the Founder received cash for his shares. If the Founder did not receive cash but received other property instead, the price per share to be paid to the Eligible Investor shall be paid (A) in the form of the property received by the Founder for his shares, or (B) in cash equal to the fair market value of the property received by such Founder as determined in good faith by the Company's Board of Directors, at the option of the Eligible Investor. The Founder shall also reimburse each Eligible Investor for any and all fees and expense, including legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Eligible Investor's rights under Section 5.

(ii) Within thirty (30) days after the later of the dates on which the Eligible Investor (A) received notice of the Prohibited Transfer or (B) otherwise became aware of the Prohibited Transfer, each Eligible Investor shall, if exercising the option created hereby, deliver to the Founder the certificate or certificates representing shares to be sold, each certificate to be properly endorsed for transfer.

(iii) The Founder shall, upon receipt of the certificate or certificates for the shares to be sold by an Eligible Investor pursuant to this Section 5, pay the aggregate purchase price therefor and the amount of reimbursable fees and expenses, as specified in subparagraph 5.5(b)(i), in cash or by other means acceptable to the Eligible Investor.

(c) Notwithstanding the foregoing, any attempt by a Founder to transfer Founders Shares in violation of Section 5 hereof shall be void and the Company agrees it will not effect such a transfer nor will it treat any alleged transferee(s) as the holder of such shares, without the written consent of two-thirds (2/3) in interest of the Eligible Investors.

SECTION 6

Miscellaneous

6.1 Governing Law; Jurisdiction. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, as applied to agreements entered into, and to be performed entirely in such state, between residents of such state.

The parties hereto agree to submit to the jurisdiction of the federal and state courts of San Mateo County, California with respect to the breach or interpretation of this Agreement or the enforcement of any and all rights, duties, liabilities, obligations, powers, and other relations between the parties arising under this Agreement.

6.2 Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

6.3 Notices, Etc. All notices and other communications required or permitted hereunder, shall be in writing and shall be sent by facsimile personally delivered, mailed by registered or certified mail, postage prepaid, return receipt requested, or otherwise delivered by a nationally-recognized overnight courier, addressed (a) if to an Investor, at Investor's facsimile number or address as set forth in the records of the Company or (b) if to any other holder of any Eligible Securities, at such address as such holder shall have furnished the Company in writing, or, until any such holder so furnishes an address to the Company, then to and at the address of the last holder of such Eligible Securities who has so furnished an address or facsimile number to the Company, or (c) if to a Founder, at such Founder's facsimile number or address set forth on EXHIBIT B hereto, or a such other address as such Founder shall have furnished to the Company in writing, or (d) if to the Company, at its facsimile number or address set forth on the signature page hereto addressed to the attention of the Corporate Secretary, or at such other address as the Company

shall have furnished to the Investors. Any such notice or communication shall be deemed to have been received (A) in the case of personal delivery, on the date of such delivery, (B) in the case of a nationally-recognized overnight courier, on the next business day after the date when sent, (C) in the case of mailing, on the third business day following that on which the piece of mail containing such communication is posted and (D) in the case of delivery via facsimile, one (1) business day after the date of transmission provided that said transmission is confirmed telephonically on the date of transmission.

6.4 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any holder of any Eligible Securities upon any breach or default of the Company under this Agreement shall impair any such right, power or remedy of such holder, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in this Agreement. All remedies, either under this Agreement or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

6.5 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

6.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be enforceable in accordance with its terms.

6.7 Amendment and Waiver. Any provision of this Agreement may be amended or waived with the written consent of the Company and the Holders of at least two-thirds of the outstanding shares of the Registrable Securities then held by Holders (assuming the exercise or conversion of all outstanding Eligible Securities); provided, however, (i) that in the event such amendment or waiver adversely affects the rights and/or obligations of the Founders under this Agreement in a different manner than the other Holders, such amendment or waiver shall also require written consent of the Founders holding a majority of the then outstanding Founders Shares, (ii) that in the event such amendment or waiver adversely affects the rights and/or obligations of Lehman, EuclidSR, Piper Jaffray, GE Capital, Interwest, Alliance, and BMSIF under Section 2.4 of this Agreement, such amendment or waiver shall not be effective as to Lehman, EuclidSR, Piper Jaffray, GE Capital, Interwest or BMSIF, as the case may be, without the written consent of such party, and (iii) that in the event such amendment or waiver adversely affects the rights and/or obligations of Warrantholders under this Agreement in a different manner than the other Holders, such amendment or waiver shall also require the written consent of Warrantholders holding a

majority of the then outstanding Warrant Shares. Notwithstanding the foregoing, any purchaser of Series E Preferred Stock pursuant to the Purchase Agreement may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and such purchaser shall be deemed a Holder and an Investor hereunder. The parties agree that Exhibit A shall be updated automatically without any formal amendment to reflect the addition of any such additional party. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each Holder, the Founders, the holder of the Other Shares, Warrantholders and the Company. In addition, the Company may waive performance of any obligation owing to it, as to some or all of the Holders, or agree to accept alternatives to such performance, without obtaining the consent of any other Holder. In the event that an underwriting agreement is entered into between the Company and any Holder, and such underwriting agreement contains terms differing from this Agreement, as to any such Holder the terms of such underwriting agreement shall govern.

6.8 Rights of Holders. Each Holder shall have the absolute right to exercise or refrain from exercising any right or rights that such holder may have by reason of this Agreement, including, without limitation, the right to consent to the waiver or modification of any obligation under this Agreement, and such holder shall not incur any liability to any other holder of any Securities as a result of exercising or refraining from exercising any such right or rights.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

6.10 Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

6.11 Amendment and Restatement of Prior Agreement. The undersigned Prior Investors who in the aggregate hold at least two-thirds of the outstanding Registrable Securities (as defined in the Prior Agreement) and the undersigned Founders hereby amend and restate the Prior Agreement pursuant to Section 6.7 thereof.

6.12 Waiver of Right of First Offer. The undersigned Prior Investors who in the aggregate hold at least two-thirds of the outstanding Registrable Securities (as defined in the Prior Agreement) hereby waive on behalf of all Prior Investors any rights of participation or notice under Section 3 of this Agreement and the Prior Agreement with respect to the securities sold pursuant to the Purchase Agreement. By its execution below, Lighthouse waives any right of participation or notice under Section 3 of this Agreement and Section 3 of the Prior Agreement with respect to securities sold under the Purchase Agreement.

6.13 Aggregation of Stock. All shares of Eligible Securities held or acquired by Affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

6.14 Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT.

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FLUIDIGM CORPORATION
FORM OF
AMENDMENT NO. 1 TO
EIGHTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

THIS AMENDMENT NO. 1 (this "**Amendment**") to that certain Eighth Amended and Restated Investor Rights Agreement, dated as of June 13, 2006 (the "**Rights Agreement**"), by and among Fluidigm Corporation, a California corporation (the "**Company**"), and the Investors and Founders named therein is entered into this 22nd day of December, 2006 by and among the Company and the undersigned, collectively the Holders of at least two-thirds of the outstanding shares of the Registrable Securities then held by Holders (assuming the exercise or conversion of all outstanding Eligible Securities). Capitalized terms not defined herein have the meanings set forth in the Rights Agreement.

RECITALS

A. It is contemplated that the Company will sell and issue additional shares of the Company's Series E Preferred Stock ("**Series E Preferred Stock**") pursuant to that certain Series E Preferred Stock Purchase Agreement, dated as of June 13, 2006 (the "**Purchase Agreement**"), by and among the Company and the Purchasers named therein.

B. In connection with the sale of additional shares of Series E Preferred Stock, the Company and the Investors desire to (i) provide that the standoff agreement in Section 1.14 of the Rights Agreement shall not apply to securities of the Company purchased by certain Holders in the Initial Public Offering or in the public market for the Company's securities following the Initial Public Offering, and (ii) grant visitation rights pursuant to Section 2.4 of the Rights Agreement collectively to Cross Creek Capital, L.P., Cross Creek Capital Employees' Fund, L.P. and Wasatch Small Cap Growth.

C. The Company and the undersigned Holders of at least two-thirds of the outstanding shares of the Registrable Securities then held by Holders (assuming the exercise or conversion of all outstanding Eligible Securities) have agreed to amend the Rights Agreement to provide for the foregoing changes to the standoff agreement in Section 1.14 and the visitation rights in Section 2.4.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of the parties hereto mutually agree as follows:

SECTION 7 Amendment to Section 1.14. Section 1.14 (Standoff Agreement) of the Rights Agreement is hereby amended and restated in its entirety as follows:

"1.14 Standoff Agreement.

(a) Each Holder agrees in connection with the first sale of the Company's Common Stock in a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act, upon notice by the Company or the underwriters managing such public offering, not to sell, make any short sale of, loan, pledge (or otherwise encumber or hypothecate), grant any option for the purchase of, or otherwise directly or indirectly dispose of any Securities (other than those included in the registration) without the prior written consent of the Company and such managing underwriters for such period of time as the Board of Directors establishes pursuant to its good faith negotiations with such managing underwriters; provided, however that:

(i) such agreement shall not exceed one hundred eighty (180) days;

(ii) such agreement shall not apply to transfers to an Affiliate, provided that such Affiliate agrees to be bound by the terms of such agreement, to the same extent as if such transferee were the original party thereunder;

(iii) such agreement shall not apply to securities of the Company purchased by AllianceBernstein Venture Fund I, L.P., SmallCap World Fund, Inc., Cross Creek Capital, L.P., Cross Creek Capital Employees' Fund, L.P. or Wasatch Small Cap Growth or their respective Affiliates in the Initial Public Offering or in the public market for the Company's securities following the Initial Public Offering;

(iv) a Holder shall not be subject to such agreement unless (A) all executive officers and directors of the Company, (B), all shareholders of the Company holding more than 1% of the Company's outstanding capital stock; and (C) all other Holders and holders of other registration rights, are subject to or obligated to enter into similar agreements; and

(v) if and when any person identified in clause (iv) is released, in whole or in part, from such agreement (whether or not such release is contemplated at the time of the offering) or if any such agreement is terminated, the Holder shall be concurrently released on a pro rata basis based on the number of shares held by such person and the Holder.

(b) Each Holder agrees that prior to the Initial Public Offering it will not transfer securities of the Company unless each transferee agrees in writing to be bound by all of the provisions of this Section 1.14; provided that this Section 1.14(b) shall not apply to transfers pursuant to a registration statement.

(c) Each Holder hereby consents to the placement of stop transfer orders with the Company's transfer agent in order to enforce the foregoing provision and agrees to execute a market standoff agreement with said

underwriters in customary form consistent with the provisions of this Section 1.14.

SECTION 8 Amendment to Section 2.4. Section 2.4 (Visitation Rights) of the Rights Agreement is hereby amended and restated in its entirety as follows:

"2.4 Visitation Rights. One representative chosen collectively by LB I Group Inc., Lehman Brothers P.A. LLC, Lehman Brothers Partnership Account 2000/2001, L.P. and Lehman Brothers Offshore Partnership Account 2000/2001, L.P. (collectively, "**Lehman**"), one representative chosen collectively by EuclidSR Partners, L.P. and EuclidSR Biotechnology Partners, L.P. (collectively, "**EuclidSR**"), one representative chosen by Piper Jaffray Healthcare Fund III, L.P. ("**Piper Jaffray**"), one representative chosen by GE Capital Equity Investments, Inc. ("**GE Capital**"), one representative chosen collectively by Interwest Investors VII, L. P. and Interwest Partners VII, L.P. (collectively, "**Interwest**"), one representative chosen by AllianceBernstein Venture Fund I, L.P. ("**Alliance**"), one representative chosen collectively by Cross Creek Capital, L.P., Cross Creek Capital Employees' Fund, L.P. and Wasatch Small Cap Growth (collectively, "**Wasatch**"), and one representative chosen by BMSIF shall have the right to attend all meetings of the Board of Directors, including meetings of any committee of the Board and including the right to participate in any telephonic board meetings, so long as such Investor holds at least 750,000 shares of Eligible Securities (as adjusted for stock splits and combinations and the like). Said representative(s) shall be provided with notice of the meetings in the same manner at the same time as the members of the Board of Directors and shall be provided with any materials distributed to the Board of Directors in connection with board meetings. The foregoing visitation rights may be limited by the Board of Directors if (i), upon the advice of counsel, the Board of Directors determines that exclusion is required by third party confidentiality agreements, (ii) the Board is discussing engaging Investor or an affiliate of Investor as a financial advisor or underwriter; or (iii) the Board is discussing a material transaction with an entity in which Investor or a private equity fund affiliated with Investor is a 5% or greater shareholder, or (iv) the Board determines in good faith upon advice of counsel that limitations are required to maintain attorney-client privilege."

SECTION 9 Amendment to Section 6.7. Section 6.7 (Amendment and Waiver) of the Rights Agreement is hereby amended and restated in its entirety as follows:

"6.7 Amendment and Waiver. Any provision of this Agreement may be amended or waived with the written consent of the Company and the Holders of at least two-thirds of the outstanding shares of the Registrable Securities then held by Holders (assuming the exercise or conversion of all outstanding Eligible Securities); provided, however, (i) that in the event such amendment or waiver adversely affects the rights and/or obligations of the Founders under this Agreement in a different manner than the other Holders, such amendment or waiver shall also require written consent of the Founders holding a majority of the

then outstanding Founders Shares, (ii) that in the event such amendment or waiver adversely affects the rights and/or obligations of Lehman, EuclidSR, Piper Jaffray, GE Capital, Interwest, Alliance, Wasatch or BMSIF under Section 2.4 of this Agreement, such amendment or waiver shall not be effective as to Lehman, EuclidSR, Piper Jaffray, GE Capital, Interwest, Alliance, Wasatch or BMSIF, as the case may be, without the written consent of such party, and (iii) that in the event such amendment or waiver adversely affects the rights and/or obligations of Warrantholders under this Agreement in a different manner than the other Holders, such amendment or waiver shall also require the written consent of Warrantholders holding a majority of the then outstanding Warrant Shares. Notwithstanding the foregoing, any purchaser of Series E Preferred Stock pursuant to the Purchase Agreement may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and such purchaser shall be deemed a Holder and an Investor hereunder. The parties agree that Exhibit A shall be updated automatically without any formal amendment to reflect the addition of any such additional party. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each Holder, the Founders, the holder of the Other Shares, Warrantholders and the Company. In addition, the Company may waive performance of any obligation owing to it, as to some or all of the Holders, or agree to accept alternatives to such performance, without obtaining the consent of any other Holder. In the event that an underwriting agreement is entered into between the Company and any Holder, and such underwriting agreement contains terms differing from this Agreement, as to any such Holder the terms of such underwriting agreement shall govern."

SECTION 10 Governing Law. This Amendment shall be construed in accordance with, and governed in all respects by, the laws of the State of California, as applied to agreements entered into, and to be performed entirely in such state, between residents of such state.

SECTION 11 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

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FLUIDIGM CORPORATION

AMENDMENT NO. 2 TO
EIGHTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

THIS AMENDMENT NO. 2 (this "**Amendment**") to that certain Eighth Amended and Restated Investor Rights Agreement, dated as of June 13, 2006, as amended December 22, 2006 (the "**Rights Agreement**"), by and among Fluidigm Corporation, a California corporation ("**Fluidigm California**"), and the Investors and Founders named therein is entered into effective as of October 10, 2007 by and among Fluidigm Corporation, a Delaware corporation (the "**Company**"), the undersigned Investors, and the undersigned Holders, collectively the Holders of at least two-thirds of the outstanding shares of the Registrable Securities held by Holders (assuming the exercise or conversion of all outstanding Eligible Securities). Capitalized terms not defined herein have the meanings set forth in the Rights Agreement.

RECITALS

WHEREAS, on July 18, 2007, Fluidigm California was merged with and into the Company, with the Company being the surviving corporation such that the Company succeeded to all of Fluidigm California's rights and obligations under the Rights Agreement;

WHEREAS, it is contemplated that the Company will sell and issue additional shares of the Company's Series E Preferred Stock ("**Series E Preferred Stock**") pursuant to that certain Series E Preferred Stock Purchase Agreement, dated as of June 13, 2006, as amended December 22, 2006 and further amended on the date hereof (the "**Purchase Agreement**"), by and among the Company and the Purchasers named therein;

WHEREAS, in connection with the sale of additional shares of Series E Preferred Stock, the Company and the Holders desire to amend the Rights Agreement to include the additional shares of Series E Preferred Stock to be issued pursuant to the Purchase Agreement and make certain other changes as set forth herein; and

WHEREAS, pursuant to Section 6.7 of the Rights Agreement, the Rights Agreement may be amended with the written consent of the Company and Holders of at least two-thirds of the outstanding shares of the Registrable Securities then held by Holders (assuming the exercise or conversion of all outstanding Eligible Securities) and the Company and the undersigned Holders have agreed to amend the Rights Agreement to provide for the foregoing changes.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all of the parties hereto mutually agree as follows:

AGREEMENT

SECTION 12 Amendment to Recital. The first Recital of the Rights Agreement is hereby amended and restated in its entirety as follows:

"WHEREAS, the Company and the New Investors have entered into a Series E Preferred Stock Purchase Agreement of even date herewith, as amended from time to time (such agreement, as amended from time to time, the "**Purchase Agreement**"), pursuant to which the Company shall sell, and the New Investors shall acquire, shares of the Company's Series E Preferred Stock;"

SECTION 13 Amendment to Section 1.14. Subsection (a)(i) of Section 1.14 (Standoff Agreement) of the Rights Agreement is hereby amended and restated in its entirety as follows:

"(i) such agreement shall not exceed one hundred and eighty (180) days (or such greater period, not to exceed 17 days, as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto);"

SECTION 14 Deletion of Section 1.15. The Rights Agreement is hereby amended to delete Section 1.15 (No Right to Delay Registration) in its entirety.

SECTION 15 Amendment to Section 2.4. Section 2.4 (Visitation Rights) of the Rights Agreement is hereby amended and restated in its entirety as follows:

"2.4 Visitation Rights. One representative chosen collectively by LB I Group Inc., Lehman Brothers P.A. LLC, Lehman Brothers Partnership Account 2000/2001, L.P. and Lehman Brothers Offshore Partnership Account 2000/2001, L.P. (collectively, "**Lehman**"), one representative chosen collectively by EuclidSR Partners, L.P. and EuclidSR Biotechnology Partners, L.P. (collectively, "**EuclidSR**"), one representative chosen by Piper Jaffray Healthcare Fund III, L.P. ("**Piper Jaffray**"), one representative chosen by GE Capital Equity Investments, Inc. ("**GE Capital**"), one representative chosen collectively by Interwest Investors VII, L. P. and Interwest Partners VII, L.P. (collectively, "**Interwest**"), one representative chosen by AllianceBernstein Venture Fund I, L.P. ("**Alliance**"), one representative chosen collectively by Cross Creek Capital, L.P., Cross Creek Capital Employees' Fund, L.P. and Wasatch Small Cap Growth (collectively, "**Wasatch**"), one representative chosen by BMSIF, and one representative chosen collectively by the holders of a majority of the Shares purchased under Amendment No. 2 to the Purchase Agreement (collectively, the "**October 2007 Representative**") shall have the right to attend all meetings of the Board of Directors, including meetings of any committee of the Board and including the right to participate in any telephonic board meetings, so long as such Investor or the October 2007 Representative holds at least 750,000 shares of Eligible Securities (as adjusted for stock

splits and combinations and the like). Said representative(s) shall be provided with notice of the meetings in the same manner at the same time as the members of the Board of Directors and shall be provided with any materials distributed to the Board of Directors in connection with board meetings. The foregoing visitation rights may be limited by the Board of Directors if (i), upon the advice of counsel, the Board of Directors determines that exclusion is required by third party confidentiality agreements, (ii) the Board is discussing engaging Investor or an affiliate of Investor as a financial advisor or underwriter; or (iii) the Board is discussing a material transaction with an entity in which Investor or a private equity fund affiliated with Investor is a 5% or greater shareholder, or (iv) the Board determines in good faith upon advice of counsel that limitations are required to maintain attorney-client privilege."

SECTION 16 Amendment to Section 6.7. Section 6.7 (Amendment and Waiver) of the Rights Agreement is hereby amended and restated in its entirety as follows:

"6.7 Amendment and Waiver. Any provision of this Agreement may be amended or waived with the written consent of the Company and the Holders of at least two-thirds of the outstanding shares of the Registrable Securities then held by Holders (assuming the exercise or conversion of all outstanding Eligible Securities); provided, however, (i) that in the event such amendment or waiver adversely affects the rights and/or obligations of the Founders under this Agreement in a different manner than the other Holders, such amendment or waiver shall also require written consent of the Founders holding a majority of the then outstanding Founders Shares, (ii) that in the event such amendment or waiver adversely affects the rights and/or obligations of Lehman, EuclidSR, Piper Jaffray, GE Capital, Interwest, Alliance, Wasatch, BMSIF or the October 2007 Representative under Section 2.4 of this Agreement, such amendment or waiver shall not be effective as to Lehman, EuclidSR, Piper Jaffray, GE Capital, Interwest, Alliance, Wasatch, BMSIF or the October 2007 Representative, as the case may be, without the written consent of such party, and (iii) that in the event such amendment or waiver adversely affects the rights and/or obligations of Warrantholders under this Agreement in a different manner than the other Holders, such amendment or waiver shall also require the written consent of Warrantholders holding a majority of the then outstanding Warrant Shares. Notwithstanding the foregoing, any purchaser of Series E Preferred Stock pursuant to the Purchase Agreement may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and such purchaser shall be deemed a Holder and an Investor hereunder. The parties agree that Exhibit A shall be updated automatically without any formal amendment to reflect the addition of any such additional party. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each Holder, the Founders, the holder of the Other Shares, Warrantholders and the Company. In addition, the Company may waive performance of any obligation owing to it, as to some or all of the Holders, or agree to accept alternatives to such performance, without obtaining the consent of any other Holder. In the event that an underwriting agreement is entered into between the Company and any Holder, and such underwriting agreement contains terms

differing from this Agreement, as to any such Holder the terms of such underwriting agreement shall govern."

SECTION 17 Addition of Section 6.15. The Rights Agreement is hereby amended to add the following Section 6.15 which reads in its entirety as follows:

"6.15 Reincorporation. Each Investor and Founder acknowledges that the Company completed a reincorporation into the State of Delaware on July 18, 2007 and each Investor and Founder hereby consents to the assignment of this Agreement to Fluidigm Corporation, a Delaware corporation, effective as of July 18, 2007."

SECTION 18 Governing Law. This Amendment shall be construed in accordance with, and governed in all respects by, the laws of the State of California, as applied to agreements entered into, and to be performed entirely in such state, between residents of such state.

SECTION 19 Rights Agreement. Wherever necessary, all other terms of the Rights Agreement are hereby amended to be consistent with the terms of this Amendment. Except as specifically set forth herein, the Rights Agreement shall remain in full force and effect

SECTION 20 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

SECTION 21 Effect of Execution of Amendment by Investor. This Amendment, when executed and delivered by the Company and an Investor purchasing shares of Series E Preferred pursuant to the Purchase Agreement as contemplated in the Recitals, shall also constitute and shall be deemed a counterpart signature page to the Rights Agreement. Consequently, each undersigned Investor purchasing shares of Series E Preferred acknowledges and agrees that he, she or it is bound by the terms and conditions contained in the Rights Agreement, as amended by this Amendment.

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FOUNDERS

Gajus V. Worthington

Stephen R. Quake

INVESTORS

Alejandro Berenstein, M.D.

Alfred J. Mandel

Allan Johnson

Allen May, Trustee, Intervivos Trust Dated 5/14/91

AllianceBernstein Venture Fund I, L.P.

Alloy Partners 2002, L.P.

Alloy Ventures 2002, L.P.

Alloy Ventures 2005, L.P.

Analiza, Inc.

Athersys, Inc.

Beveren Company

Biomedical Sciences Investment Fund Pte Ltd

Bradford S. Goodwin and Cathy W. Goodwin As Trustees of the Goodwin Family Trust U/A/D 7/30/97

Bradford W. Baer

Bruce Burrows

Burr & Forman LLP

Burwen Family Trust U/D/T Dated 9/30/88

Charles C. Moore

Charles R. Engles

Clark-Boyd Family Trust

Cross Creek Capital Employees’ Fund, L.P.

Cross Creek Capital, L.P.

David S. Frampton and Gaja Roberta Frampton, as Trustees of the Frampton Family Trust Dtd 4/25/03

Dwayne Hardy

Edward R. LeMoure

Erick Vanderburg

Erik T. Engelson, Trustee of the Elisabeth North Kuechler Engelson Trust UTA dated January 17, 2001

Erik T. Engelson, Trustee of the Erik T. Engelson Trust UTD dated March 29, 2000

EuclidSR Biotechnology Partners, L.P.

EuclidSR Partners, L.P.

Ferguson/Egan Family Trust Dated 6/28/99

Fidelity Contrafund: Fidelity Advisor New Insights Fund

Fidelity Contrafund: Fidelity Contrafund

Finnegan, Henderson, Farabow, Garrett & Dunner, LLP

Frances H. Arnold

Fred St. Goar

Fredrick Stern

Gary R. Bang

GE Capital Equity Investments, Inc.

General Electric Capital Corporation

George S. Taylor

Glaxo Group Limited

Health Care Administration Company

Heath Lukatch

Henry P. Massey, Jr. TTEE Massey Family Trust U/A DTD 7/06/88

Herbert L. Heyneker

Howard R. Engelson

Howard R. Engelson and Mariam T. Engelson, Ttees Engelson Fam Tr UA DTD 5/26/94

In-Q-Tel Employee Fund, LLC

In-Q-Tel, Inc.

Interwest Investors VII, L.P.

Interwest Partners VII, L.P.

Invus, L.P.

J.F. Shea Co., Inc. As Nominee 1999-114

Jacaranda Partners

James H. Eberwine

James W. Larrick, M.D.

John E. Strobeck, Ph.D., M.D.

John East

John M. Harland

Jonathan S. Hoot and Andrea T. Hoot, Trustees of the Hoot Family Revocable Trust DTD 3/16/99

Joseph M. Jacobson

Kenneth A. Clark

Kiley Revocable Trust

Kristin T. McClanahan Trust

Leerink Swann Co-Investment Fund, LLC

Leerink Swann Holdings, LLC

Lehman Brothers Healthcare Venture Capital L.P.

Lehman Brothers Offshore Partnership Account 2000/2001, L.P.

Lehman Brothers P.A. LLC

Lehman Brothers Partnership Account 2000/2001, L.P.

Leo J. Parry, Jr. and Roberta J. Parry TTEES Parry Family Revocable Trust DTD 01/22/97

Lighthouse Capital Partners V, L.P.

Lilly Bio Ventures, Eli Lilly and Company

Markwell Partners

Matthew Collier

Matthew Frank

Michael H. McKay

Michael J. Reardon Trust Agreement dated June 5, 1996

Needle & Rosenberg PC

Newman Family Investment Partnership

Oculus Pharmaceuticals, Inc.

Pamela East

Pat and Betsy Collins Revocable Trust

Patrick Tenney

Paul Machle

Pauline van Ysendoorn

Peter B. Dervan

Peter S. Heinecke

Rhett E. Brown

Robert D. McCulloch and Kathleen M. McCulloch, Trustee, or their successor(s)

Robert F. Kornegay, Jr. Revocable Trust u/d/t dated May 27, 2004, Robert F. Kornegay, Jr., Trustee

Security Trust Co., Custodian FBO Frank Ruderman IRA/RO

SightLine Healthcare Fund III, L.P.

Singapore Bio-Innovations Pte Ltd.

SMALLCAP World Fund, Inc.

SmithKline Beecham Corporation

Stanley D. Hayden, and his successor(s), as the Trustee of the Stanley D. Hayden Family Trust

Stephen J. Weiss

Stephen J. Weiss and Ursula G. Weiss, Trustees of the Weiss Family 1996 Trust

Stephen L. Parry

Technogen Liquidating Trust

The Condon Family Trust

The Heckmann Family Trust

The UAB Research Foundation

The V Foundation for Cancer Research

Thomas J. Parry

Thomas L. Barton

Tim L. Traff Trust

Timothy P. Lynch

TTC Fund I, LLC

Variable Insurance Products Fund II: Contrafund Portfolio

Versant Affiliates Fund 1-A, L.P.

Versant Affiliates Fund 1-B, L.P.

Versant Side Fund I, L.P.

Versant Venture Capital I, L.P.

Wasatch Funds, Inc.

William L. Caton III, M.D.

William L. Traff Trust

William S. Brown and Barbara G. Brown, or their successors, as Trustees of the Brown FRT DTD 3/10/99

WS Investment Company 2000B

WS Investment Company 99B

WS Investment Company, LLC (2001D)

EXHIBIT E

FORM OF LEGAL OPINION

June , 2006

AllianceBernstein L.P.
1345 Avenue of the Americas
New York, New York 10105

Ladies and Gentlemen:

Reference is made to the Series E Preferred Stock Purchase Agreement dated as of June , 2006 (the "**Agreement**") by and among Fluidigm Corporation, a California corporation (the "**Company**"), and the persons and entities listed in Exhibit A to the Agreement (the "**Investors**"), which provides for the issuance by the Company to the Investors of shares of Series E Preferred Stock of the Company (the "**Shares**"). This opinion is rendered to the Investors in the Initial Closing pursuant to Section 4.5 of the Agreement, and all terms used herein have the meanings defined for them in the Agreement unless otherwise defined herein. Reference in this opinion to the Agreement excludes any schedule or substantive agreement attached as an exhibit to the Agreement, unless otherwise indicated herein.

We have acted as counsel for the Company in connection with the negotiation of the Agreement and the Investor Rights Agreement (collectively, the "**Transaction Documents**") and the issuance of the Shares. As such counsel, we have made such legal and factual examinations and inquiries as we have deemed advisable or necessary for the purpose of rendering this opinion. In addition, we have examined originals or copies of such corporate records of the Company, certificates of public officials and such other documents which we consider necessary or advisable for the purpose of rendering this opinion. In such examination we have assumed the genuineness of all signatures on original documents, the authenticity and completeness of all documents submitted to us as originals, the conformity to original documents of all copies submitted to us and the due execution and delivery of all documents (except as to due execution and delivery by the Company) where due execution and delivery are a prerequisite to the effectiveness thereof.

As used in this opinion, the expression "to our knowledge," "known to us" or similar language with reference to matters of fact refers to the current actual knowledge of attorneys of this firm who have worked on matters for the Company in connection with the Agreement and the transactions contemplated thereby. Except to the extent expressly set forth herein or as we otherwise believe to be necessary to our opinion, we have not undertaken any independent investigation to determine the existence or absence of any fact, and no inference as to our knowledge of the existence or absence of any fact should be drawn from our representation of the Company or the rendering of the opinion set forth below.

For purposes of this opinion, we are assuming that each Investor has all requisite power and authority, and has taken any and all necessary corporate or partnership action, to execute and deliver the Transaction Documents and to effect any and all transactions related to or contemplated thereby. In addition, we are assuming that the Investors have purchased the Shares for value, in good faith and without notice of any adverse claims within the meaning of the California Uniform Commercial Code.

We are members of the Bar of the State of California and we express no opinion as to any matter relating to the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the State of California.

In rendering the opinion in paragraph 6 below, we note that we have not conducted a docket search in any jurisdiction with respect to litigation that may be pending against the Company or any of its officers or directors. We further note the disclosure under Section 2.10 of the Schedule of Exceptions to the Agreement. Please be advised that we have not represented the Company with respect to the matters disclosed in Section 2.10 of the Schedule of Exceptions and express no opinion with respect to any matter discussed therein.

The opinions hereinafter expressed are subject to the following additional qualifications:

(a) We express no opinion as to the effect of applicable bankruptcy, insolvency, reorganization, moratorium or other similar federal or state laws affecting the rights of creditors.

(b) We express no opinion as to the effect or availability of rules of law governing specific performance, injunctive relief or other equitable remedies (regardless of whether any such remedy is considered in a proceeding at law or in equity).

(c) This opinion is qualified by the limitations imposed by statutes and principles of law and equity that provide that certain covenants and provisions of agreements are unenforceable where such covenants or provisions are unconscionable or contrary to public policy or where enforcement of such covenants or provisions under the circumstances would violate the enforcing party’s implied covenant of good faith and fair dealing.

(d) Our opinion in the first sentence of paragraph 1 below is based solely on the certificates of public officials and filing officers as to the corporate and tax good standing of the Company in the State of California.

(e) Our opinions set forth in paragraph 3 below relating to the outstanding capital stock of the Company and outstanding options, warrants or similar rights to acquire shares of the Company’s capital stock are based solely on (i) our review of a report from eProsper, Inc., the

Company's transfer agent, detailing the holders of securities of the Company and the number and type of securities held by such holders (the "**Transfer Agent Report**") and (ii) a certificate delivered to us by the Company regarding factual matters underlying the opinions set forth herein. Our opinion in paragraph 3 below that the issued and outstanding shares of Common Stock and Preferred Stock of the Company are fully paid and non-assessable is based solely on a certificate of an officer of the Company that the Company received, in payment for such shares, the full consideration required by the resolutions of the Board of Directors of the Company authorizing the issuance of such shares.

(f) For purposes of our opinions in paragraph 2 and paragraph 4 below, we have assumed that the Transfer Agent Report is accurate and complete in all respects.

(g) We express no opinion as to compliance with the anti-fraud provisions of applicable securities laws.

(h) We express no opinion as to the enforceability of any indemnification or contribution provision, including, without limitation, the indemnification and contribution provisions of the Investor Rights Agreement and the indemnification provision in the Agreement, to the extent the provisions thereof may be subject to limitations of public policy and the effect of applicable statutes and judicial decisions.

(i) We express no opinion as to the enforceability of choice of law provisions, waivers of jury trial or provisions relating to venue or jurisdiction.

(j) We have made no inquiry into, and express no opinion with respect to, any federal or state statute, rule, or regulation relating to any tax, antitrust, land use, safety, environmental, hazardous material, patent, copyright, trademark or trade name matter, as to the statutes, regulations, treaties or common laws of any other nation (other than the United States), state or jurisdiction (other than the State of California), or the effect on the transactions contemplated in the Transaction Documents of noncompliance under any such statues, regulations, treaties, or common laws. Without limiting the foregoing, we express no opinion as to the effect of, or compliance with, the Investment Advisors Act of 1940, as amended, or the Employee Retirement Income Security Act of 1974, as amended. We further disclaim any opinion as to any statute, rule, regulation, ordinance, order, or other promulgation of any regional or local governmental body or as to any related judicial or administrative opinion.

(k) Our opinions relate solely to the express written provisions of the Transaction Documents, and we express no opinion as to any other oral or written agreements or understandings between the Company or any of the Investors.

Based upon and subject to the foregoing, and except as set forth in the Schedule of Exceptions to the Agreement, we are of the opinion that:

1. The Company is a corporation duly incorporated and validly existing under, and by virtue of, the laws of the State of California and is in good standing under such laws. The Company has requisite corporate power to own and operate its properties and assets, and to carry on its business as presently conducted.

2. The Company has all requisite legal and corporate power to execute and deliver the Transaction Documents, to sell and issue the Shares under the Agreement, to issue the Common Stock issuable upon conversion of the Shares and to carry out and perform its obligations under the terms of the Transaction Documents.

3. The authorized capital stock of the Company consists of 77,857,144 shares of Common Stock, 9,274,356 shares of which are issued and outstanding, and 51,687,948 shares of Preferred Stock, 2,727,273 of which are designated Series A Preferred Stock, 2,727,273 shares of which are issued and outstanding, 6,460,675 of which are designated Series B Preferred Stock, 6,460,675 shares of which are issued and outstanding, 17,000,000 of which are designated Series C Preferred Stock, 16,364,832 shares of which are issued and outstanding, 15,500,000 shares of Series D Preferred Stock, 11,714,048 of which are issued and outstanding, and 10,000,000 shares of Series E Preferred Stock, none of which has been issued or outstanding immediately prior to the Initial Closing. All such issued and outstanding shares of Common Stock and Preferred Stock have been duly authorized and validly issued and are fully paid and nonassessable. The Company has reserved: (i) 5,000,000 shares of Series E Preferred Stock for issuance pursuant to the Agreement and 5,000,000 shares of Common Stock for issuance upon conversion of such shares of Series E Preferred Stock; (ii) 11,714,048 shares of Common Stock for issuance upon conversion of the Series D Preferred Stock, (iii) 916,335 shares of Series D Preferred Stock for issuance upon exercise of outstanding warrants and 916,335 shares of Common Stock for issuance upon conversion of such Series D Preferred Stock; (iv) 16,364,832 shares of Common Stock for issuance upon conversion of the Series C Preferred Stock; (v) 294,868 shares of Series C Preferred Stock for issuance upon exercise of outstanding warrants and 294,868 shares of Common Stock for issuance upon conversion of such Series C Preferred Stock; (vi) 6,460,675 shares of Common Stock for issuance upon conversion of the Series B Preferred Stock; (vii) 2,727,273 shares of Common Stock for issuance upon conversion of the Series A Preferred Stock; and (viii) an aggregate of 10,800,000 shares of Common Stock for issuance to employees and consultants of the Company pursuant to the Company's 1999 Stock Option Plan (the "**Option Plan)**, pursuant to which options to purchase 5,597,763 shares are granted and outstanding and 1,554,643 shares are available for future grant. The Common Stock issuable upon conversion of the Shares has been duly authorized and duly and validly reserved, and when issued in accordance with the Company's Articles of Incorporation, will

be validly issued, fully paid and nonassessable. The Shares issued under the Agreement are duly authorized, validly issued, fully paid and nonassessable and are free of any liens, encumbrances and preemptive or similar rights contained in the Articles of Incorporation or Bylaws of the Company, or, to our knowledge, in any written agreement to which the Company is a party, except as specifically provided in the Agreement (including its Exhibits) and except for liens or encumbrances created by or imposed upon the Investors; provided, however, that the Shares (and the Common Stock issuable upon conversion thereof) are subject to restrictions on transfer under applicable state and federal securities laws. To our knowledge, except for rights described above, in the Transaction Documents (including the Schedule of Exceptions to the Agreement) or in the Articles of Incorporation of the Company, as of the date of the Agreement, there are no other options, warrants, conversion privileges or other rights in writing presently outstanding to purchase or otherwise acquire any authorized but unissued shares of capital stock or other securities of the Company, or any other written agreements of the Company to issue any such securities or rights; provided, however, we note the Company's intent to comply with Section 3 of the Investor Rights Agreement following the Initial Closing.

4. All corporate action on the part of the Company, its directors and shareholders necessary for the authorization, execution and delivery of the Transaction Documents by the Company, the authorization, sale, issuance and delivery of the Shares (and the Common Stock issuable upon conversion thereof) and the performance by the Company of its obligations under the Transaction Documents (other than those registration obligations contained in Section 1 of the Investor Rights Agreement) has been taken. The Transaction Documents have been duly and validly executed and delivered by the Company and constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with their terms.

5. The execution and delivery by the Company of the Transaction Documents, the performance by the Company of its obligations under the Transaction Documents, and the issuance of the Shares (and the Common Stock issuable upon conversion thereof) do not violate any provision of the Articles of Incorporation or Bylaws, or any provision of any applicable federal or state law, rule or regulation known to us to be customarily applicable to transactions of this nature. The execution and delivery by the Company of the Transaction Documents, the performance by the Company of its obligations under the Transaction Documents, and the issuance of the Shares (and the Common Stock issuable upon conversion thereof) do not violate any judgment or decree known to us that is binding upon the Company.

6. Except as identified in the Agreement (including the Schedule of Exceptions), to our knowledge, there are no actions, suits, proceedings or investigations pending against the Company or its properties before any court or governmental agency nor, to our knowledge, has the Company received any written threat thereof.

7. No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of the Company is required in connection with the valid execution and delivery of the Transaction Documents, or the offer, sale or issuance of the Shares (and the Common Stock issuable upon conversion thereof) or the consummation by the Company of any other transaction contemplated by the Transaction Documents, except (a) the filing of the Amended and Restated Articles of Incorporation in the Office of the Secretary of State of the State of California, and (b) subject to the accuracy of the representations and warranties of the Investors in Section 3 of the Agreement, (i) the filing after the Closing of a Form D pursuant to Regulation D, promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**Securities Act**"), with the SEC, and (ii) the post-Closing qualification (or the taking of such action post-Closing as may be necessary to secure an exemption from qualification) under applicable state securities laws of the offer and sale of the Shares (and the Common Stock issuable upon conversion thereof). The filing referred to in clause (a) above has been accomplished and is effective. Our opinion herein is otherwise subject to the timely and proper completion of all filings and other actions contemplated herein where such filings and actions are to be undertaken on or after the date hereof.

8. Subject to the accuracy of the Investors' representations in Section 3 of the Agreement, the offer, sale and issuance of the Shares (and the Common Stock issuable upon conversion thereof) in conformity with the terms of the Agreement constitute transactions exempt from the registration requirements of Section 5 of the Securities Act.

This opinion is furnished to the Investors solely for their benefit in connection with the purchase of the Shares, and may not be relied upon by any other person or for any other purpose without our prior written consent. We assume no obligation to inform you of any facts, circumstances, events or changes in the law that may arise or be brought to our attention after the date of this opinion that may alter, affect or modify the opinions expressed herein.

Very truly yours,

SUBLEASE

This SUBLEASE is made as of March 25, 2004, by and between Genome Therapeutics Corporation, a Massachusetts corporation having a place of business at 100 Beaver Street, Waltham, Massachusetts 02453 (“Sublessor”) and Fluidigm Corporation, a California corporation having an address at 7100 Shoreline Court, San Francisco, California 94080 (“Sublessee”).

WITNESSETH:

WHEREAS, pursuant to that certain Agreement of Lease dated as of November 9, 1999, by and between Mountain Cove Tech Center, L.L.C., as “landlord”, (“Master Lessor”) and MJ Research Company, Inc., as “tenant”, (“Prime Lessor”) (the “Master Lease”), Master Lessor leases to Prime Lessor the land and building known as and numbered 7000 Shoreline Court, San Francisco, California (the “Building”) (all as more particularly described in the Master Lease a true and complete copy of which is attached hereto as **Exhibit A-1**, the “Master Premises”); and

WHEREAS, pursuant to that certain Agreement of Lease dated as of October 6, 2000 by and between Prime Lessor, as “landlord” and Sublessor, as “tenant” (as successor in interest to Genesoft, Inc.), as amended by a First Amendment to Lease dated December 5, 2002 and a Second Amendment to Lease dated March 25, 2004 (such lease, as so amended, and all renewals, modifications and extensions thereof being hereinafter collectively referred to as the “Prime Lease”), a true and complete copy of which is attached hereto as **Exhibit A-2**, Prime Lessor leases to Sublessor approximately 68,460 rentable square feet of space located on the first, second and third floors of the Building (all as more particularly described in the Prime Lease, the “Premises”); and

WHEREAS, Sublessee subleases other space in the Building directly from Prime Lessor pursuant to that certain Sublease dated December 1, 2001 (as amended to date, the “MJ Research Sublease”); and

WHEREAS, Sublessee desires to sublease a portion of the Premises from Sublessor and Sublessor is willing to sublease the same, all on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Sublease of Subleased Premises. For the rent and upon the terms and conditions herein, Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor approximately 14,503 rentable square feet of office and lab space located on the 1st floor of the Building as shown on **Exhibit B** attached hereto (the “Subleased Premises”). Sublessee acknowledges that any reference to the square

footage of the Subleased Premises is an approximation. Nevertheless, the parties agree that such approximation shall be final and binding for all purposes hereunder, and that no adjustment shall be made to the Rent if the actual square footage of the Subleased Premises differs from any reference to square footage contained herein. During the term hereof, Sublessee shall have access to the Subleased Premises and the parking lot(s) adjacent to the Building twenty-four (24) hours a day, 7 days a week, subject to the terms of the Prime Lease and this Sublease. Sublessor also grants Sublessee the right to use, without additional charge during the term of this Sublease, those items of personal property identified on **Exhibit C** attached hereto and made a part hereof (the "Furniture"), together with the existing network wiring/equipment (including handsets) and fixtures in the Subleased Premises as of the Commencement Date. Sublessee accepts possession of the Furniture and said network wiring/equipment and fixtures "as is, where is" and in their current condition, Sublessor having made no representation or warranty of any kind, express or implied (including, but not limited to, any warranty of fitness for any particular use or purpose) with respect to any of the same. Prior to the Commencement Date, Sublessee shall, upon prior notice to the Sublessor, have the right to enter the Subleased Premises for the purposes of inspecting the same, taking measurements, installing its furniture, fixtures and equipment, and preparing for the move into the Subleased Premises. Sublessor shall have the right to have a representative present any time such early entry right is exercised. If Sublessee enters the Subleased Premises prior to the Commencement Date, Sublessee shall be responsible for complying with all of the terms of this Sublease (other than the payment of Rent) and, to the extent incorporated herein by reference, the Prime Lease.

2. Term. The Term of this Sublease (the "Initial Term") shall commence on March 1, 2004 (the "Commencement Date"), and shall expire on December 31, 2007 (the "Expiration Date") or such earlier date upon which said Initial Term may expire, be canceled or be terminated pursuant to any of the terms or provisions of the Prime Lease, this Sublease or applicable law. Sublessee shall have one option to extend the term of this Sublease from January 1, 2008 until December 31, 2010 (the "Extension Term") following the Initial Term on the same terms and conditions as herein specified (other than the payment of Rent), which option shall be exercisable upon Sublessee's providing Sublessor with written notice no later than six (6) months prior to the Expiration Date, time being of the essence. Failure on the part of Sublessee to give timely such notice exercising the extension option for the Extension Term shall render said extension option void and of no further force or effect.

On the conditions (any one or more of which conditions Sublessor may waive, at its election, by written notice to Sublessee at any time) that at the time of option exercise Sublessee is not in default of its covenants and obligations under this Sublease beyond all applicable cure periods, Sublessee may elect to exercise its right to the Extension Term.

The Rent for the Extension Term shall be 95% of the then current fair market rental value ("FMRV") for comparable space in South San Francisco, California under a three (3) year sublease, taking into account all relevant factors.

The FMRV shall be proposed by Sublessor within thirty (30) days of the receipt of Sublessee's notice that it intends to extend the term of the Sublease (the "Sublessor's Proposed Market Rent"). The Sublessor's Proposed Market Rent shall be deemed to be the FMRV unless Sublessee notifies Sublessor, within thirty (30) days of Sublessee's receipt of the Sublessor's Proposed Market Rent notice, that the Sublessor's Proposed Market Rent is not satisfactory to Sublessee (the "Sublessee's Rejection Notice").

If the FMRV is not otherwise agreed upon by Sublessor and Sublessee within fifteen (15) days after Sublessor's receipt of the Sublessee's Rejection Notice, then:

(1) If the MJ Research Sublease has been extended for a period coterminous with the Extension Term hereunder and the "fair market rent" for such extension has been determined in good faith under and pursuant to the process set forth in Section 4 of the MJ Research Sublease, the FMRV shall be determined by multiplying such fair market rent per rentable square foot by the rentable square footage of the Subleased Premises. However, if for any reason such fair market rent has not been so determined as of the commencement of the Extension Term hereof, the FMRV shall be determined as set forth in subparagraphs (2) through (8) below.

(2) Sublessor and Sublessee shall notify one another within ten (10) days after the commencement of the Extension Term of the name and address of the appraiser designated by each. Such two (2) appraisers shall, within twenty (20) days after the designation of the second appraiser, make their determination of the FMRV in writing and give notice thereof to each other and to Sublessor and Sublessee. Such two (2) appraisers shall have twenty (20) days after the receipt of notice of each other's determinations to confer with each other and to attempt to reach agreement as to the determination of the FMRV. If such appraisers shall concur in such determination within said twenty (20) day period, then they shall give notice thereof to Sublessor and Sublessee and such concurrence shall be final and binding upon Sublessor and Sublessee. If such appraisers shall fail to concur as to such determination within said twenty (20) day period, then they shall give notice thereof to Sublessor and Sublessee and shall immediately designate a third appraiser. If the two (2) appraisers shall fail to agree upon the designation of such third appraiser within five (5) days after said twenty (20) day period, then they or either of them shall give notice of such failure to agree to Sublessor and Sublessee and, if Sublessor and Sublessee fail to agree upon the selection of such third appraiser within five (5) days after the appraiser(s) appointed by the parties give notice as aforesaid, then either party on behalf of both may apply to the American Arbitration Association or any successor thereof to designate a third appraiser, or on such association's failure, refusal or inability to act, to a court of competent jurisdiction, for the designation of such third appraiser.

(3) All appraisers shall be commercial real estate brokers who shall have had at least five (5) years' continuous experience as a commercial real estate broker, including some experience leasing biotech space, in the South San Francisco, California area.

(4) The third appraiser shall conduct such investigations as he or she may deem appropriate and shall, within ten (10) days after the date of his or her designation, make an independent determination of the FMRV.

(5) If none of the determinations of the appraisers varies from the mean of the determinations of the other appraisers by more than ten percent (10%), the mean of the determinations of the three (3) appraisers shall be the FMRV for the Subleased Premises. If, on the other hand, the determination of any single appraiser varies from the mean of the determinations of the other two (2) appraisers by more than ten percent (10%), the mean of the determination of the two (2) appraisers whose determinations are closest shall be the FMRV.

(6) The determination of the appraisers, as provided above, shall be conclusive upon the parties and shall have the same force and effect as a judgment made in a court of competent jurisdiction.

(7) Each party shall pay fees, costs and expenses of the appraiser selected by it and its own counsel fees and one-half (1/2) of all other expenses and fees of the third appraiser.

(8) Should the arbitration process extend beyond the Initial Term the monthly Rent will increase by 3.5% of the then monthly Rent until the new monthly Rent is established by the appraisers as provided herein and any Rent paid by Sublessee during such period shall be adjusted accordingly based on the outcome of the arbitration process.

References herein to the "Term" of this Sublease shall be deemed to mean and include the Initial Term and the Extension Term (and the Expiration Date shall be deemed extended accordingly) if and when Sublessee has given timely such notice exercising the same.

3. Appurtenant Rights. Sublessee shall have, as appurtenant to the Subleased Premises, rights to use in common with Sublessor and others entitled thereto Sublessor's rights in driveways, walkways, hallways, stairways and passenger elevators convenient for access to the Subleased Premises and the lavatories nearest thereto. In addition, Sublessor grants Sublessee the right to use not less than 44 parking spaces in the lot(s) adjacent to the Building on a non-exclusive basis. Sublessor shall not oversubscribe its parking rights under the Prime Lease.

4. Rent. Sublessee shall pay to Sublessor the following amounts as rent (the "Rent") during the Initial Term, which is intended to be full service gross rent, during the term of this Sublease:

Lease Period	Annual Rent	Monthly Rent	P.R.S.F.
3/1/04 - 9/30/04	N/A	$69,904.46	$57.84
10/01/04-12/31/04	N/A	$43,509.00	$36.00
1/1/05 -12/31/05	$522,108.00	$43,509.00	$36.00
1/1/06 -12/31/06	$540,381.78	$45,031.82	$37.26
1/1/07-12/31/07	$559,235.68	$46,602.97	$38.56

Rent includes the following: (i) all utility charges (including electricity consumed by Sublessee in the Subleased Premises); (ii) janitorial and all cleaning charges Monday through Friday (except federal holidays); (iii) non-hazardous waste disposal; (iv) RO/DI water; (v) vacuum/compressed air; (vi) emergency/back-up generator power, which generator shall provide at least the same amount of power that is currently available to Sublessee; (vii) use of common shipping/receiving area; (viii) waste water PH neutralization system; (ix) common on-site fitness room, lunch room and adjacent patio; (x) access cards; (xi) Taxes and property insurance; (xii) use of existing telephone and data wiring infrastructure; (xiii) common loading dock area; and (xiv) all maintenance and repair of the Subleased Premises excluding, subject to paragraph 7 of this Sublease, damage caused by the negligence or willful misconduct of Sublessee its employees, agents, contractors and invitees. Sublessor shall promptly and diligently perform the services required of it as set forth above. Rent does not include any Sublessee-specific operational items, including, but not limited to: (a) telecom/high speed data service through local service providers; (b) liquid nitrogen or any other specialty gas provisions; (c) hazardous waste disposal; and (d) any Sublessee-specific operating license(s) requirement(s). Environmental, health and safety and other consulting services are available through Sublessor at additional cost on a per case or as needed basis. Sublessee shall begin paying Rent to Sublessor on the Commencement Date. In addition to Rent, Sublessee shall also pay to Sublessor the sum of $35,000.00 per month as tenant improvement recovery, up to a total payment of (including the payment owing as of March 1, 2004 and all payments owing through the final scheduled $35,000.00 payment in December 1, 2004) $350,000.00. All monthly payments of Rent are due and payable in advance on the first day of each calendar month, without demand, deduction, counterclaim or setoff. Rent for any partial month shall be prorated and paid on the first of such month. Sublessee shall pay as additional rent ("Additional Rent") all sums of money or other charges required to be paid by Sublessee under this Sublease whether or not such sums and other charges are specifically designated as "Additional Rent." Sublessor shall have the same remedies for a default in the payment of Additional Rent as for a default in the payment of Rent.

5. Permitted Uses. Sublessee shall use the Subleased Premises for research and development, light manufacturing and general office uses and uses accessory thereto to the extent permitted by applicable law and under the Prime Lease, including without limitation, Article 5 of the Prime Lease as and to the extent hereinafter incorporated by reference and for no other purpose or purposes.

6. Condition of Subleased Premises. On the Commencement Date, the Subleased Premises shall be delivered to Sublessee in the condition existing on the date hereof, with all electrical, plumbing, gas, safety, security, sewer, fire suppression, restrooms, and water systems in good operating condition. Sublessee acknowledges that it has had an opportunity thoroughly to inspect the condition of the Subleased Premises, and Sublessee agrees that, subject only to the foregoing, Sublessee is leasing the Subleased Premises on an "AS IS" basis, with all defects, without any representation or warranty by Sublessor or its agents as to the condition of the Subleased Premises or their fitness for Sublessee's use, and subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Subleased Premises, and any easements, covenants or restrictions of record. Sublessee acknowledges that Sublessor and its agents have not made any representations or warranties that the Subleased Premises or the Building comply with legal requirements, including, but not limited to, the ADA, Title 24, any Transportation Management Plans, or any laws relating to hazardous substances or materials, and as a material inducement to Sublessor, Sublessee assumes responsibility for causing the Subleased Premises to comply with all legal requirements throughout the Term to the extent and only to the extent the same become applicable as a result of the introduction of hazardous substances to the Subleased Premises by Sublessee or any of its agents, contractors or employees, special circumstances of Sublessee's employees (and not generally applicable to the Building under the ADA), Sublessee's particular use of (or change of use from that currently obtaining in) the Subleased Premises, or Sublessee's construction of alterations in the Subleased Premises. Sublessee acknowledges that it has satisfied itself that the Subleased Premises are suitable for its intended use. Sublessor shall have no obligation to do any work in and to the Subleased Premises in order to prepare the Subleased Premises for occupancy or use by Sublessee.

Sublessee shall make no alterations, installations, removals, additions or improvements in or to the Subleased Premises or any other portion of the Building except with the consent of (a) Sublessor, which shall not be unreasonably withheld or delayed, (b) Prime Lessor in accordance with and to the extent required by Article 10 of the Prime Lease and (c) Master Lessor in accordance with and to the extent required by Article 10 of the Master Lease; provided, however, that, subject to the last sentence of this paragraph, Sublessor shall be entitled to condition its consent upon Sublessee's removal of the proposed alterations upon the expiration or earlier termination of this Sublease. Any alterations, installations, removals, additions or improvements consented to by Sublessor, Prime Lessor and Master Lessor shall be performed at Sublessee's sole cost. At the time Sublessee submits plans to Sublessor for Sublessor's approval, Sublessor shall, upon request of Sublessee, inform Sublessee whether it will require any alteration or improvement to be removed from the Subleased Premises upon the expiration of the Sublease term, provided, however, that Sublessor shall not unreasonably require that any alteration or improvement be so removed.

All trade fixtures and personal property, including furniture, furnishings, and audio visual or other similar technical or specialty installations, installed in the Subleased Premises at Sublessee's expense ("Tenant's Property") shall at all times remain Sublessee's property and Sublessee shall be entitled to all depreciation,

amortization and other tax benefits with respect thereto. Except for Tenant's Property, which cannot be removed without material injury to the Subleased Premises, at any time Sublessee may remove Tenant's Property from the Subleased Premises, provided Sublessee repairs all damage caused by such removal and restores the Subleased Premises to a condition consistent with the then condition of the balance of the Subleased Premises. Upon request, Sublessor shall execute a lien waiver in reasonable form acknowledging its lack of any interest or title in Tenant's Property.

Sublessee shall not misuse the Furniture, fixtures and equipment (other than Tenant's Property) and shall keep the same in clean condition, reasonable wear and tear and damage by fire or other casualty, Master Lessor, Prime Lessor, Sublessor or their respective agents, employees and contractors, and hazardous substances not introduced to the Subleased Premises by Sublessee or its agents, employees or contractors excepted.

Notwithstanding anything to the contrary in this Sublease, Sublessee shall have no obligation to perform, construct, repair, maintain, make or reimburse Sublessor for any improvement, (i) necessitated by the acts or negligence of Sublessor, Master Lessor, Prime Lessor, any other occupant of the building or the project, or their respective agents, employees, invitees or contractors, (ii) occasioned by the exercise of the power of eminent domain or any peril that would be covered by the customary form of so-called "special form, extended coverage" casualty insurance, (iii) to the structure or common areas of the building or the project or the heating, ventilating, air conditioning, electrical, water, sewer, and plumbing systems serving the Subleased Premises, the building, or the project, unless caused by the acts or negligence of Sublessee or its agents, employees or contractors, (iv) to any portion of the building or the project outside of the demising walls of the Subleased Premises, unless caused by the acts or negligence of Sublessee or its agents, employees or contractors, (v) occasioned by the presence of any hazardous substance on or about the Subleased Premises, other than hazardous substances introduced into the Subleased Premises by Sublessee or its agents, employees or contractors, or persons under its control, (vi) which is expressly the obligation of the Prime Lessor under the Prime Lease or the Master Lessor under the Master Lease, (vii) except to the extent Sublessee's obligation under the first paragraph of this Section 6, required as a consequence of any law, rule, regulation, ordinance, covenant, condition or restriction or occasioned by any construction defect or legal violation of the Subleased Premises, the building or the project, (viii) which would customarily be reimbursable under any "special form, extended coverage" casualty insurance policy, or (ix) except to the extent Sublessee's obligation under the first paragraph of this Section 6, which could be treated as a "capital expenditure" under generally accepted accounting principles.

7. Insurance. Sublessee shall maintain throughout the term of this Sublease such insurance in respect of the Subleased Premises and the conduct and operation of business therein, with Sublessor, Prime Lessor and Master Lessor (and Master Lessor's members, property managers and other parties in interest as Master Lessor may from time to time reasonably designate to Sublessee in writing), listed as additional insureds on the liability coverage component thereof, as is required of "Tenant"

pursuant to the terms of the Prime Lease (including, without limitation, Article 13 as and to the extent hereinafter incorporated by reference) and the terms of the Master Lease with no penalty to Sublessor, Prime Lessor or Master Lessor resulting from deductibles or self-insured retentions effected in Sublessee's insurance coverage, and with such other endorsements and provisions as Prime Lessor or Master Lessor may reasonably request under and pursuant to the Prime Lease and Master Lease, respectively. If Sublessee fails to procure or maintain such insurance and to pay all premiums and charges therefor within five (5) days after notice from Sublessor, Sublessor may (but shall not be obligated to) do so, whereupon Sublessee shall reimburse Sublessor upon demand. All such insurance policies shall, to the extent obtainable, contain endorsements providing that (i) such policies may not be canceled except upon thirty (30) days' prior notice to Sublessor, and if they are required hereunder to be named as additional insureds thereunder, Prime Lessor and Master Lessor, (ii) no act or omission of Sublessee shall affect or limit the obligations of the insurer with respect to any other named or additional insured and (iii) Sublessee shall be solely responsible for the payment of all premiums under such policies and Sublessor, notwithstanding that it is or may be a named insured, shall have no obligation for the payment thereof. Such insurance shall otherwise be in both form and substance as is customarily carried by landlords of comparable buildings in the South San Francisco, California area. On or before the Commencement Date, Sublessee shall deliver to Sublessor, Prime Lessor and Master Lessor either a fully paid-for policy or certificate, at Sublessee's option, evidencing the foregoing coverages. Any endorsements to such policies or certificates shall also be delivered to Sublessor, and if they are required hereunder to be named as additional insureds thereunder, Prime Lessor and Master Lessor upon issuance thereof. Sublessee shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Sublessee shall deliver to Sublessor, Prime Lessor and Master Lessor such renewal policies or certificates at least thirty (30) days before the expiration of any existing policy. In the event Sublessee fails so to deliver any such renewal policy or certificate at least thirty (30) days before the expiration of any existing policy, Sublessor shall have the right, but not the obligation, to obtain the same where upon Sublessee shall reimburse Sublessor upon demand.

Sublessee shall include in all such insurance policies any clauses or endorsements in favor of Prime Lessor and Master Lessor including, but not limited to, waivers of rights of subrogation, which Sublessor is currently required to provide pursuant to the provisions of the Prime Lease. Notwithstanding anything to the contrary in this Sublease, Sublessee and Sublessor, for themselves and their agents, employees, and contractors hereby waive any and all damages, losses, liabilities, costs, and expenses, (i) to the extent the same would be covered by the standard form in California of so-called full replacement cost, "special form" extended coverage casualty insurance and (ii) to the extent the same are actually covered by insurance carried by said party.

Sublessor shall maintain the insurance required of it under Section 13.1(b) of the Prime Lease.

8. <u>Indemnification</u>. Except to the extent arising out of the negligence, willful misconduct or violation of law by Sublessor, Master Lessor, Prime Lessor or

their respective agents, employees or contractors, or the breach of this Sublease, the Prime Lease or the Master Lease by Sublessor, Master Lessor, or Prime Lessor, Sublessee agrees to protect, defend (with counsel reasonably approved by Sublessor), indemnify and hold Sublessor, Prime Lessor and Master Lessor and their respective officers, agents and employees harmless from and against any and all claims, costs, expenses, losses and liabilities to the extent arising: (i) from the conduct or management of or from any work or thing whatsoever done in the Subleased Premises during the term hereof; (ii) from any condition arising, and any injury to or death of persons, damage to property or other event occurring or resulting from an occurrence in the Subleased Premises during the Term hereof; and (iii) from any breach or default on the part of Sublessee in the performance of any covenant or agreement on the part of Sublessee to be performed pursuant to the terms of this Sublease or from any willful misconduct or negligence on the part of Sublessee or any of its agents, employees, licensees, invitees or assignees or any person claiming through or under Sublessee. Sublessee further agrees to indemnify Sublessor, Prime Lessor and Master Lessor and their respective officers, agents and employees from and against any and all damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred in connection with any such indemnified claim or any action or proceeding brought in connection therewith. Except to the extent arising out of the negligence, willful misconduct or violation of law by Sublessee, Master Lessor, Prime Lessor or their respective agents, employees or contractors, or the breach of this Sublease, the Prime Lease or the Master Lease by Sublessee, Master Lessor, or Prime Lessor, Sublessor agrees to protect, defend (with counsel reasonably approved by Sublessee), indemnify and hold Sublessee and its respective officers, agents and employees harmless from and against any and all claims, costs, expenses, losses and liabilities to the extent arising from any willful misconduct or negligence on the part of Sublessor or any of its agents, employees or contractors. Sublessor further agrees to indemnify Sublessee and its officers, agents and employees from and against any and all damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred in connection with any such indemnified claim or any action or proceeding brought in connection therewith. The provisions of this Paragraph are intended to supplement any other indemnification provisions contained in this Sublease and in the Prime Lease to the extent incorporated by reference herein.

9. No Assignment or Subletting. Sublessee shall not assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest herein, or the term or estate granted hereby or the rentals hereunder, or sublet the Subleased Premises or any part thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, entity or any Competitor (as defined in Section 14.2 of the Prime Lease) of Prime Lessor, without the prior written consent of Sublessor, which shall not be unreasonably withheld or delayed and, if and to the extent required under the terms of the Master Lease or the Prime Lease, the consent of Prime Lessor and Master Lessor. Notwithstanding anything to the contrary in this Sublease, the consent of Sublessor shall not be required for any sublease of the Subleased Premises or any assignment of this Sublease to any entity controlled by, under common control with, or which controls Sublessee for so long as such entity is controlled by, under common control with, or controls Sublessee, or in connection with any merger of

Sublessee with any other entity (provided the surviving entity has at least the net worth of Sublessee immediately prior to the merger) or the sale of substantially all of the assets of Sublessee located in the Subleased Premise. Neither the consent of Sublessor, Prime Lessor or Master Lessor to an assignment, subletting, concession, or license, nor the references in this Sublease to assignees, subtenants, concessionaires or licensees, shall in any way be construed to relieve Sublessee of the requirement of obtaining the consent of Sublessor, Prime Lessor and Master Lessor to any further assignment or subletting or to the making of any assignment, subletting, concession or license for all or any part of the Subleased Premises. Notwithstanding any assignment or subletting, including, without limitation, any assignment or subletting permitted or consented to, the original Sublessee named herein and any other person(s) who at any time was or were Sublessee shall remain fully liable under this Sublease. If this Sublease is assigned, or if the Subleased Premises or any part thereof is underlet or occupied by any person or entity other than Sublessee, Sublessor may, after default by Sublessee following the lapse of any cure period, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rents payable by Sublessee hereunder, but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Sublessee from the further performance by Sublessee of the covenants hereunder to be performed on the part of Sublessee (except to the extent such amounts are so applied). Any attempted assignment or subletting without the prior written consent of Sublessor, Prime Lessor and Master Lessor, to the extent required, shall be void.

10. Primacy and Incorporation of Prime Lease.

(a) This Sublease is and shall be subject and subordinate to the Prime Lease and to all matters to which the Prime Lease is or shall be subject and subordinate, and to all amendments, modifications, renewals, extensions and replacements of or to the Prime Lease that do not adversely affect Sublessee, this Sublease or the rights of Sublessee, under this Sublease in the Subleased Premises or the use thereof by Sublessee, and Sublessor purports hereby to convey, and Sublessee takes hereby, no greater rights then those accorded to or taken by Sublessor as “Tenant” under the terms of the Prime Lease. To the extent expressly incorporated herein below, Sublessee covenants and agrees that it will perform and observe all of the provisions contained in the Prime Lease to be performed and observed by “Tenant” thereunder as applicable to the Subleased Premises, except that “Rent” shall be defined for purposes of this Sublease as set forth in Paragraph 4 hereof. Notwithstanding the foregoing, Sublessee shall have no obligation to (i) cure any default of Sublessor under the Prime Lease, (ii) perform any obligation of Sublessor under the Prime Lease which arose prior to the Commencement Date and Sublessor failed to perform, (iii) repair any damage to the Subleased Premises caused by Sublessor, (iv) remove any alterations or additions installed within the Subleased Premises by Sublessor, (v) indemnify Sublessor or Prime Lessor with respect to any negligence or willful misconduct of Sublessor, its agents employees or contractors, or (vi) discharge any liens on the Subleased Premises or the Building which arise out of any work performed, or claimed to be performed, by or at the direction of Sublessor. Except to the extent inconsistent with the context hereof,

capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Prime Lease. Further, except as set forth below, the terms, covenants and conditions of the following specified provisions of the Prime Lease are incorporated herein by reference as if such terms, covenants and conditions were stated herein to be the terms, covenants and conditions of this Sublease, so that except to the extent that they are inconsistent with or modified by the provisions of this Sublease, for the purpose of incorporation by reference each and every referenced term, covenant and condition of the Prime Lease binding upon or inuring to the benefit of the "Landlord" thereunder shall, in respect of this Sublease and the Subleased Premises, be binding upon or inure to the benefit of Sublessor, and each and every referenced term, covenant and condition of the Prime Lease binding upon or inuring to the benefit of the "Tenant" thereunder shall, in respect of this Sublease, be binding upon or inure to the benefit of Sublessee, with the same force and effect as if such terms, covenants and conditions were completely set forth in this Sublease: Articles/Sections: 2.3, 5.2, 5.3(a), 5.3(b), 5.3(c) (excluding the fourth, fifth, sixth and seventh sentences), 5.3(d), 5.3(e), 5.3(f), 5.3(g), 5.3(h) through the word "contractors," 5.4, 6.5, 6.6, the last two sentences of 7.8, 8, the fourth sentence of 10, 11, 12, 13.1 (excluding 13.1(b) and, subject to the additional qualification that Sublessor shall exercise its rights thereunder only as and to the extent Prime Lessor exercises the same against Sublessor, 13.1(g), 13.2, 13.3, 13.4, 15 (excluding 15.5 and 15.6), 16 (as amended), 17, 19, 20, 22, 23.3, the first paragraph of 24, 27.1, 27.2, 27.3, 27.4, 27.12 and 27.13, and Exhibits B, C and D. Notwithstanding the foregoing, for purposes of this Sublease, as to such incorporated terms, covenants and conditions:

(i) references in the Prime Lease to the "Demised Premises" shall be deemed to refer to the "Subleased Premises" hereunder;

(ii) references in the Prime Lease to "Landlord" and to "Tenant" shall be deemed to refer to "Sublessor" and "Sublessee" hereunder, respectively, except that where the term "Landlord" is used in the context of ownership or management of the entire Building, such term shall be deemed to mean "Prime Lessor";

(iii) references in the Prime Lease to "this Lease" shall be deemed to refer to "this Sublease" (except when such reference in the Prime Lease is, by its terms (unless modified by this Sublease), a reference to any other section of the Prime Lease, in which event such reference shall be deemed to refer to the particular section of the Prime Lease);

(iv) references in the Prime Lease to the "Term Commencement Date" shall be deemed to refer to the "Commencement Date" hereunder;

(v) references in the Prime Lease to the "Yearly Fixed Rent", "Fixed Rent", "Additional Rent" and "rent" shall be deemed to refer to the "Rent" as defined hereunder;

(vi) Sublessee shall not be required to name Sublessor, Prime Lessor, Master Lessor or any other party as an additional insured on its worker's compensation, business interruption or personal property insurance; and

(vii) reference to "Article 14" in Section 19.1 shall mean Paragraph 9 of this Sublease.

Notwithstanding the foregoing, the following provisions of the Prime Lease, Exhibits and Schedules annexed thereto are not incorporated herein by reference and shall not, except as to definitions set forth therein, have any applicability to this Sublease: Articles/Sections 1, 2.1, 2.2, 2.4, 3, 4, 5.1, the fourth, fifth, sixth and seventh sentences of 5.3(c), everything after the word "contractors" in 5.3(h), 6 (excluding 6.5 and 6.6), 7 (except the last two sentences of 7.8), 9, 10 (except the fourth sentence), 13.1(b), 13.5, 14, 15.5, 15.6, 18, 21, 23.1, 23.2, the second paragraph of 24, 25, 26, 27.5, 27.6, 27.7, 27.8, 27.9, 27.10, 27.11, 27.14, 28 and 29 and Exhibits A, A-l, A-2, E, F, G and H.

Where reference is made in the following Sections to "Landlord", the same shall be deemed to refer to "Master Lessor" and "Prime Lessor": Sections 7 (other than the last sentence of 7.8) 8, 13.5, 15.1 and 16.

Where reference is made in the following Section to "Landlord", the same shall be deemed to refer to "Prime Lessor": the fourth sentence of Section 15.6.

Where reference is made in the following Sections to "Landlord", the same shall be deemed to refer to "Master Lessor", "Prime Lessor" and "Sublessor": Sections 5.3(b), 5.3(d), 5.3(f), 5.3(g), 5.4, the last two sentences of 7.8, 10, 11,13.1, 13.2, 13.3, 13.4, 15.2, 15.3, 15.6 (excluding the fourth sentence), 15.7 and 17.

Where reference is made in the following Sections to "Landlord", the same shall be deemed to refer to "Prime Lessor" and "Sublessor": Sections 5.3(c) and 5.3(e).

(b) (Intentionally omitted)

(c) Notwithstanding anything to the contrary contained in the Prime Lease, the time limits (the "Notice Periods") contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the "Tenant", thereunder, or for the exercise by the "Tenant", thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by five (5) days, so that in each instance Sublessee shall have five (5) fewer days to observe or perform hereunder than Sublessor has as the "Tenant" under the Prime Lease; provided, however, that if the Prime Lease allows a Notice Period of six (6) days or less, then Sublessee shall nevertheless be allowed the number of days equal to one-half of the number of days in each Notice Period to give any such notices, make any such demands, perform any such acts, conditions or covenants or exercise any such rights, remedies or options; provided, further, that if one-half of the number of days in the Notice Period is not a whole number, Sublessee shall

be allowed the number of days equal to one-half of the number of days in the Notice Period rounded up to the next whole number.

(d) Notwithstanding anything to the contrary contained in this Sublease (including, without limitation, the provisions of the Prime Lease incorporated herein by reference), Sublessor makes no representations or warranties whatsoever with respect to the Subleased Premises, this Sublease, Prime Lease or any other matter, either express or implied, except as set forth in this Sublease, and except that Sublessor represents and warrants (i) that it is the sole holder of the interest of the “Tenant” under the Prime Lease, (ii) that the Prime Lease is in full force and effect and that there are no modifications of the Prime Lease which will affect Sublessee’s rights or obligations hereunder, (iii) that no notices of default have been served on Sublessor under the Prime Lease which have not been cured and to the best of Sublessor’s knowledge Sublessor is not otherwise in default of its obligations under the Master Lease, and (iv) to the best of Sublessor’s knowledge, Prime Lessor is not in default under the Prime Lease or the Master Lease and Master Lessor is not in default under the Master Lease.

11. Certain Services and Rights. Except as otherwise expressly set forth herein, the only services or rights to which the Sublessee is entitled hereunder, are those expressly set forth herein and those services and rights to which Sublessor is entitled under the Prime Lease, including without limitation those set forth in Sections 7.3, 7.4, 7.6 and 7.7(a) of the Prime Lease. Notwithstanding anything to the contrary contained herein, in no event shall Sublessor be deemed to be in default under this Sublease or liable to Sublessee for any failure of the Prime Lessor to perform its obligations under the Prime Lease. With respect to all work, services, utilities, repairs, restoration, maintenance, compliance with law, insurance, indemnification or other obligations or services to be performed or provided by Prime Lessor under the Prime Lease, Sublessor’s sole obligation shall be, without expense to itself, to exercise commercially reasonable efforts to require Prime Lessor to comply with the obligations of Prime Lessor under the Prime Lease, provided that in no event shall Sublessor be required to file suit against Prime Lessor.

12. Compliance with Prime Lease. Sublessee shall neither do nor permit its agents, employees or contractors to do anything which violates the Prime Lease and which would cause the Prime Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Prime Lessor under the Prime Lease, and Sublessee shall defend, indemnify and hold Sublessor harmless from and against any and all claims, liabilities, losses, damages and expenses (including reasonable attorneys’ fees) of any kind whatsoever if the Prime Lease is terminated or forfeited in whole or in part as a result of a breach or default on the part of Sublessee. Sublessee covenants and agrees that Sublessee will not do anything which would constitute a default under the provisions of the Prime Lease or omit to do anything which Sublessee is obligated to do under the terms of this Sublease, which would constitute a default under the Prime Lease. Except if the same results in whole or in part from a breach on the part of Sublessee or any of its agents, employees or contractors of the obligations of Sublessee hereunder, Sublessor shall not cause or permit the Prime Lease to be terminated or forfeited by reason of any default on the part of Sublessor thereunder and

Sublessor shall indemnify, defend and hold harmless Sublessee from any such termination or forfeiture.

13. Default. In the event that Sublessee shall default in any of its obligations hereunder beyond applicable cure periods, including any default of the nature described in the herein incorporated provisions of the Prime Lease beyond applicable cure periods as modified by Paragraph 10(c) hereof, Sublessor shall have available to it all of the rights and remedies available to Prime Lessor under the Prime Lease, including without limitation Article 19 thereof as incorporated herein by reference, as though Sublessor were the "Landlord" thereunder and Sublessee the "Tenant" thereunder. Sublessee further agrees to reimburse Sublessor for all costs and expenses incurred by Sublessor in asserting its rights hereunder against Sublessee or any other party. The non-prevailing party shall also pay the attorneys' fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Sublease.

14. Brokerage. Sublessee and Sublessor represent that they have not dealt with any broker in connection with this Sublease other than CRESA Partners (the "Broker"). Each party agrees to indemnify and hold harmless the other from and against any and all liabilities, claims, suits, demands, judgments, costs, interests and expenses (including, without being limited to, reasonable attorneys' fees and expenses) which the indemnified party may be subject to or suffer by reason of any claim made by any person, firm or corporation other than the Broker for any commission, expense or other compensation as a result of the execution and delivery of this Sublease, which is based on alleged conversations or negotiations by said person, firm or corporation with the indemnifying party. Sublessee shall pay the Broker the brokerage fees/commissions due under a separate agreement between and among Sublessee and Broker. Each party shall indemnify and hold the other harmless from and against any and all liabilities, claims, suits, demands, judgments, costs, interest and expenses (including, without being limited, reasonable attorneys' fees and expenses) which said other party may be subject to or suffer by reason of any claim made by any other Broker for any brokerage fees/commissions, expense of other compensation as a result of the execution and delivery of this Sublease in breach of the indemnified parties representation.

15. Security Deposit. On January 1, 2005, the cash security deposit then currently held by Sublessor for the Subleased Premises shall be released to Sublessee and exchanged for a letter of credit in accordance with the following: Sublessee at its sole cost and expense shall deliver to Sublessor, in a form and from a financial institution acceptable to Sublessor, an irrevocable, unconditional standby letter of credit in the amount of $130,527.00 (the "Letter of Credit"), as security for the full and faithful performance and observance by Sublessee of Sublessee's covenants and obligations under this Sublease (the "Security Deposit"). Sublessee shall be solely responsible for all costs and expenses of obtaining, amending, renewing or replacing such Letter of Credit. The Letter of Credit shall have an expiration date not earlier than thirty (30) days following the expiration of the Term of this Sublease. If Sublessee defaults in the full and prompt payment and performance of any of Sublessee's covenants and

obligations under this Sublease, including, but not limited to, the payment of Rent specified in Paragraph 4 hereof, Sublessor may, after the giving of any required notices and the lapse of any cure period, but without giving any other notice to Sublessee, draw upon the Letter of Credit to the extent required for the payment of any Rent or any other sums as to which Sublessee is in default or for any sum which Sublessor may expend or may be required to expend by reason of Sublessee's default in respect of any of the terms, covenants and conditions of this Sublease, including, but not limited to, any damages or deficiency in the reletting of all or any portion of the Subleased Premises, whether such damages or deficiency accrue before or after summary proceedings or other re-entry by Sublessor. If Sublessor draws upon the Letter of Credit to cure any default, Sublessee shall cause the Letter of Credit to be restored to its original amount (or shall make a cash security deposit with Sublessor in said amount) within fifteen (15) days of such drawing and failure to do so shall be deemed a default hereunder. Sublessee understands that its potential liability under this Sublease is not limited to the amount of the Security Deposit. Use of said Security Deposit by Sublessor shall not constitute a waiver, but is in addition to other remedies to Sublessor under this Sublease and under law (except to the extent of the amount so applied). In the event of any sale of Sublessor's interest in the Premises, Sublessor shall either return the Security Deposit to Sublessee or assign its interest in the Security Deposit to the transferee or assignee and Sublessor shall thereupon be released by Sublessee from all liability for the return or payment thereof; and Sublessee shall look solely to the new sublessor for the return or payment of the same delivered to the new sublessor; and the provisions hereof shall apply to every transfer or assignment made of the same to a new sublessor. Sublessee shall not assign or encumber or attempt to assign of encumber the Security Deposit and neither Sublessor nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. Sublessee waives the provisions of California Civil Code Section 1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Sublease that provide that Sublessor may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Sublessee, or to clean the Subleased Premises.

16. Notices. All notices, consents, approvals, demands, bills, statements and requests which are required or desired to be given by either party to the other hereunder shall be in writing and shall be governed by Article 25 of the Prime Lease as incorporated herein by reference, except that the mailing addresses for Sublessor and Sublessee shall initially be those first set forth above, except that after the Commencement Date the address for Sublessee shall be the Subleased Premises or such other address as Sublessee shall designate by written notice to Sublessor. Communications and payments to the Prime Lessor shall be given in accordance with, and subject to, Article 25 of the Prime Lease. Communications to the Master Lessor shall be given in accordance with, and subject to, Article 25 of the Master Lease.

17. Interpretation. This Sublease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Sublease to be drafted. Each covenant, agreement, obligation or other provision of this Sublease shall be deemed and construed as a separate and independent covenant of the party

bound by, undertaking or making the same, which covenant, agreement, obligation or other provision shall be construed and interpreted in the context of the Sublease as a whole. All terms and words used in this Sublease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. The word "person" as used in this Sublease shall mean a natural person or persons, a partnership, a corporation or any other form of business or legal association or entity. Terms used herein and not defined shall have the meaning set forth in the Prime Lease.

18. Fire or Casualty; Eminent Domain. In addition to the provisions of Article 16 of the Prime Lease as and to the extent incorporated herein by reference, Sublessor also agrees if the MJ Research Sublease is terminated by Prime Lessor, Master Lessor or Sublessee because of a fire or other casualty, then Sublessee may terminate this Sublease. Sublessee may exercise the termination right described in the previous sentence by giving written notice to Sublessor within thirty (30) days of Sublessee's receipt or giving of the termination notice under the MJ Research Sublease and the effective date of the termination of this Sublease will be the same date as the termination date of the MJ Research Sublease. Upon execution of this Sublease by Sublessee and Sublessor and the delivery of the Consent described in Paragraph 28 hereof, Sublessor shall deliver to Sublessee in electronic format and hard copy the plans in Sublessor's possession as of the date hereof for the tenant improvements and will assign any rights Sublessor has in such plans for purposes of using such plans to rebuild any tenant improvements existing in the Subleased Premises as of the date hereof. In the event of a fire or casualty to the Subleased Premises where Prime Lessor has decided to restore the Building including the Subleased Premises, Sublessor shall turn over to Prime Lessor the proceeds of insurance required to be carried by Sublessor under Section 13.1(b) of the Prime Lease for the rebuilding of the tenant improvements by Prime Lessor, unless this Master Lessor terminates the Master Lease, Prime Lessor terminates the Prime Lease, or Sublessor or Sublessee terminates this Sublease.

19. Right to Cure Sublessee's Defaults. If Sublessee shall at any time fail to make any payment or perform any other obligation of Sublessee hereunder within fifteen (15) days (except in the case of an emergency) of receiving Sublessor's notice of such failure to make payment or to perform, then Sublessor shall have the right, but not the obligation, after notice to Sublessee in accordance with Paragraph 16 of this Sublease, or without notice to Sublessee in the case of any emergency, and without waiving or releasing Sublessee from any obligations of Sublessee hereunder, to make such payment or perform such other obligation of Sublessee in such manner and to such extent as Sublessor shall deem necessary, and in exercising any such right, to pay any incidental costs and expenses, employ attorneys, and incur and pay reasonable attorneys' fees. Sublessee shall pay to Sublessor upon demand all sums so paid by Sublessor and all incidental costs and expenses of Sublessor in connection therewith, together with interest thereon at an annual rate equal to the rate four percent (4%) above the base rate or prime rate then announced as such by Citibank, N.A. or its successor, or the maximum rate permitted by law. Such interest shall be payable with respect to the period commencing on the date such expenditures are made by Sublessor and ending on the date such amounts are repaid by Sublessee. If Sublessor shall at any time fail to

perform any obligations on its part to be performed under Paragraph 4 of this Sublease which interfere (or are reasonably likely to imminently interfere with the use of the Subleased Premises by Sublessee) and Sublessor shall fail to commence to cure such default within fifteen (15) days (or such longer period of time as is reasonably necessary in the exercise of reasonable diligence to cure such failure to perform) following written demand for such performance by Sublessee and thereafter to diligently complete such cure, then, in addition to its other rights and remedies, Sublessee shall have the right, but not the obligation, without waiving or releasing Sublessor from any obligations of Sublessor hereunder, to perform such obligation of Sublessor. Notwithstanding anything to the contrary in this Sublease, the cost reasonably incurred by Sublessee in completing such cure shall be paid by Sublessor to Sublessee within five (5) days of receiving Sublessee's bill for the same. The foregoing, however, shall not apply to any of the services to be provided by Prime Lessor directly to Sublessor as set forth in Paragraph 11 and, in such case, the obligations of Sublessor subject to this Section shall be limited to the obligations of Sublessor under Paragraph 11. The provisions of this Paragraph shall survive the Expiration Date or the sooner termination of this Sublease.

20. Termination of Prime Lease. Subject to the rights, if any, of Sublessee to recognition of Sublessee's rights hereunder by Master Lessor or Prime Lessor, if for any reason the term of the Prime Lease shall terminate prior to the Expiration Date, this Sublease shall thereupon automatically terminate as to the premises demised under the Prime Lease and Sublessor shall not be liable to Sublessee by reason thereof except in the event of a breach by Sublessor of its obligations under Paragraph 12 hereof; provided, however, that Sublessor agrees that so long as Sublessee is not in default hereunder beyond any applicable cure periods, Sublessor shall not voluntarily surrender the Prime Lease except in accordance with the Prime Lease in the event of a taking or casualty. Notwithstanding the foregoing, if the Prime Lease gives Sublessor any right to terminate the Prime Lease in the event of the partial or total damage, destruction, or condemnation of the Subleased Premises or the Building, the exercise of such right by Sublessor shall not constitute a default or breach hereunder.

Upon the expiration or termination of this Sublease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Sublessee's right of possession, Sublessee shall at once surrender and deliver the Subleased Premises and the Furniture in the condition and repair required by, and in accordance with the provisions of, this Sublease and the Prime Lease, including without limitation Article 20 of the Prime Lease as incorporated herein by reference, including the Furniture, which shall be in the same condition as at the date possession of the Subleased Premises was delivered to Sublessee, reasonable wear and tear, alterations made by Sublessee in compliance herewith that Sublessee is permitted to surrender, acts of God, casualties, condemnations, hazardous materials not introduced to the Premises by Sublessee, its agents, employees or invitees and the acts of Sublessor, Prime Lessor, Master Lessor or other occupants if the building (other than Sublessee, its agents, employees or invitees) and their respective agents, employees and contractors excepted.

21. Consents and Approvals. All references in this Sublease to the consent or approval of Prime Lessor, Master Lessor and/or Sublessor shall be deemed to mean

the written consent or approval of Prime Lessor, Master Lessor and/or Sublessor, as the case may be, and no consent or approval of Prime Lessor, Master Lessor and/or Sublessor, as the case may be, shall be effective for any purpose unless such consent or approval is set forth in a written instrument executed by Prime Lessor, Master Lessor and/or Sublessor, as the case may be. In all provisions requiring the approval or consent of Sublessor (whether pursuant to the express terms of this Sublease or the terms of the Prime Lease incorporated herein), Sublessee shall be required to obtain the approval or consent of Sublessor and then to obtain like approval or consent of Prime Lessor to the extent Prime Lessor's consent is required under the Prime Lease and Master Lessor to the extent Master Lessor's consent is required under the Master Lease. Sublessor agrees its consent shall not be unreasonably withheld or delayed, except as otherwise provided herein. If Sublessor is required or has determined to give its consent or approval to a matter as to which consent or approval has been requested by Sublessee, Sublessor shall cooperate reasonably with Sublessee in endeavoring to obtain any required Prime Lessor's or Master Lessor's consent or approval upon and subject to the following terms and conditions: (i) Sublessee shall reimburse Sublessor for any reasonable out-of-pocket costs incurred by Sublessor in connection with seeking such consent or approval, (ii) Sublessor shall not be required to make any payments to Prime Lessor or Master Lessor or to enter into any agreements or to modify the Prime Lease, or this Sublease in any manner which will prejudice Sublessor in order to obtain any such consent or approval, (iii) if Sublessee agrees or is otherwise obligated to make any payments to Sublessor, Master Lessor or Prime Lessor in connection with such request for such consent or approval, Sublessee shall have made arrangements satisfactory to Sublessor for such payments and (iv) Sublessee shall indemnify and hold Sublessor harmless from and against all liabilities, losses, damages or expenses, including, without being limited to, reasonable attorneys' fees and expenses Sublessor shall suffer or incur in connection with seeking such consent or approval. Nothing contained in this Article shall be " deemed to require Sublessor to give any consent or approval merely because Prime Lessor or Master Lessor has given such consent or approval. Sublessor shall promptly forward to Prime Lessor and Master Lessor, as the case may be, such requests as Sublessee may submit for approval or consent from Prime Lessor and Master Lessor.

22. No Privity of Estate. Nothing contained in this Sublease shall be construed to create privity of estate or of contract between Sublessee and Prime Lessor and Master Lessor, and Prime Lessor and Master Lessor are not obligated to recognize or to provide for the non-disturbance of the rights of Sublessee hereunder except as expressly set forth in separate agreements, if any, between said party or parties and Sublessee.

23. No Waiver. The failure of Sublessor or Sublessee to insist in any one or more cases upon the strict performance or observance of any obligation of the other hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation, right or option. Sublessor's receipt and acceptance of Rent or Sublessor's or Sublessee's acceptance of performance of any other obligation by the other party, with knowledge of a breach of any provision of this Sublease, shall not be deemed a waiver of such breach. No waiver by Sublessor or Sublessee of any term, covenant or condition of this Sublease shall be

deemed to have been made unless expressed in writing and signed by the party to be charged. .

24. Complete Agreement. This Sublease constitutes the entire agreement between the parties and there are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Sublease which are not fully expressed in this Sublease. This Sublease cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties. This Sublease shall not be binding upon either party unless and until it is signed and delivered by and to both parties.

25. Successors and Assigns. The provisions of this Sublease, except as herein otherwise specifically provided, shall extend to bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns.

26. Waiver of Jury Trial and Right to Counterclaim. To the extent permitted by law, the parties hereto hereby waive any rights which they may have to trial by jury in any summary action or other action, proceeding or counterclaim arising out of or in any way connected with this Sublease, the relationship of Sublessor and Sublessee, the Subleased Premises and the use and occupancy thereof, and any claim for injury or damages. Sublessee also hereby waives all right to assert or interpose a counterclaim (other than mandatory counterclaims) in any summary proceeding or other action or proceeding to recover or obtain possession of the Subleased Premises.

27. Estoppel Certificates. Sublessee and Sublessor shall each, within fifteen (15) days after each and every request by the other party, execute, acknowledge and deliver to the other party or any party reasonably designated by the other party, without cost or expense to the other party, a statement in writing (a) certifying that this Sublease is unmodified and, to its knowledge, is in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating such modifications); (b) specifying the dates to which Rent has been paid; (c) stating whether or not, to its knowledge, the other party is in default in the performance or observance of such other party’s obligations under this Sublease and, if so, specifying each such default; (d) stating whether or not, to its knowledge, any event has occurred which, with the giving of notice or passage of time, or both, would constitute a default by the other party under this Sublease, and, if so, specifying each such default; (e) stating whether or not, to its knowledge, any event has occurred which, with the giving of notice or passage of time, or both, would constitute a default by the other party under this Sublease, and, if so, specifying each such event; (f) stating whether or not, to its knowledge, any event has occurred which, with the giving of notice or passage of time, or both, would constitute a default by Prime Lessor under the Prime Lease with respect to the Subleased Premises, and, if so, specifying such event; (g) describing all notices of default submitted by it to the other party and Prime Lessor with respect to this Sublease, or the Prime Lease from and after the date hereof; and (h) containing such other information with respect to the Subleased Premises or this Sublease as the other party shall reasonably request. Each party hereby acknowledges and agrees that any such statement delivered pursuant to this Paragraph may be relied upon by any prospective

assignee, transferee or mortgagee of the leasehold or subleasehold estate of the other party or any prospective lender or investor to the requesting party.

28. Consent of Prime Lessor. This Sublease is subject to the concurrent approval and consent of Prime Lessor, which Sublessor agrees to use all reasonable efforts to obtain. This Sublease shall not become effective unless and until a written approval and consent (the "Consent") is executed and delivered by the Prime Lessor, which Consent shall consent to this Sublease. After the Sublessor receives the Consent from the Prime Lessor, Sublessor agrees to promptly deliver a fully-executed original of the Consent to Sublessee. The effect and commencement of this Sublease is subject to and conditional upon the receipt by Sublessor and Sublessee of the Consent. To the extent that Sublessor has not already done so, upon execution of this Sublease by Sublessee, Sublessor will promptly apply to the Prime Lessor for the Consent and Sublessor will promptly inform Sublessee as to receipt of the Consent (if and when it is received) and deliver to Sublessee a copy of the same. If the Consent is not received by May 1, 2004 (the "Sunset Date"), then from the Sunset Date this Sublease will cease to have any further effect and the parties hereto will have no further obligations to each other with respect to this Sublease and any funds paid hereunder by Sublessee shall be promptly refunded by Sublessor.

29. Holding Over. If Sublessee shall fail to surrender and deliver the Subleased Premises as and when required hereunder, the Sublessee shall become a tenant at sufferance only, subject to all of the terms, covenants and conditions herein specified. Sublessee agrees to protect, defend (with counsel reasonably approved by Sublessor), indemnify and hold Sublessor and its officers, agents and employees harmless from and against any and all claims, costs, losses, damages, liabilities and expenses (including, without being limited to, reasonable attorneys' fees) that Sublessor may suffer by reason of any holdover by Sublessee hereunder.

30. Limitation of Liability. No director, officer, shareholder, employee, adviser or agent of Sublessor shall be personally liable in any manner for the obligations of the Sublessor under this Sublease. Except as set forth in Paragraph 29 hereof, in no event shall Sublessor or Sublessee or any of their directors, officers, shareholders, employees, advisers or agents be responsible for any indirect, special or consequential damages or interruption or loss of business, income or profits, nor shall Sublessor be liable for loss of or damage to artwork, securities or other property not in the nature of ordinary fixtures, furnishings and equipment used in general administrative and executive office activities. No director, officer, shareholder, employee, adviser or agent of Sublessee shall be personally liable in any manner for the obligations of the Sublessee under this Sublease.

31. Conflict. In the event of any conflict between the obligations of Sublessee set forth in this Sublease and the obligations of Sublessee under the Prime Lease as and to the extent incorporated herein by reference, the more restrictive provision shall control.

32. Security. Sublessee expressly assumes all responsibility for security, in the Subleased Premises, and, except to the extent arising out of the negligence, willful

misconduct, violation or law or breach of this Sublease or the Master Lease or Prime Lease by Sublessor or its agents, employees or contractors, Sublessor shall not be liable for any damage to goods, wares, merchandise or other property located in the Subleased Premises, or injury or death to Sublessee's employees, invitees, customers or any other person in or about the Subleased Premises. The foregoing waiver includes criminal acts of third parties.

33. Recording. Sublessor and Sublessee agree that neither party may record this Sublease.

34. Attorney's Fees. If either Sublessor or Sublessee shall bring any action or legal proceeding for an alleged breach of any provision of this Sublease, to recover rent, to terminate this Sublease or otherwise to enforce, protect or establish any term or covenant of this Sublease, the prevailing party shall be entitled to recover as a part of such action or proceeding, or in a separate action brought for that purpose, reasonable attorneys' fees, court costs, and expert fees as may be fixed by the court. "Prevailing party" as used in this Paragraph includes a party who dismisses an action for recovery hereunder in exchange for sums allegedly due, performance of covenants allegedly breached or considerations substantially equal to the relief sought in the action.

35. Existing Sublease. The existing Sub-Sublease Agreement dated as of May 31, 2001 by and between Sublessor and Sublessee (the "Existing Sub-Sublease Agreement") is hereby terminated. Sublessee agrees to deliver to Sublessor on or before the Commencement Date, the second and third floor space that was the subject of said Existing Sub-Sublease Agreement (i) in broom clean condition, (ii) with all of Sublessee's machinery, furniture, fixtures, and equipment, and hazardous materials removed from such space, and (iii) such space cleaned by Pass Janitorial Service. When so surrendered, the surrender obligations of Sublessee for such space as set forth in the existing sublease shall be deemed to have been performed in all required respects.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as a sealed instrument as of the date first written above.

Genome Therapeutics Corporation

By: /s/ Stephen Rauscher
Name: Stephen Rauscher
Title: Sr VP+CEO

Fluidigm Corporation

By: /s/ Gajus Worthington
Name: Gajus Worthington
Title: CEO

EXHIBIT A-1

[See below for Agreement of Lease dated as of November 9, 1999, by and between Mountain Cove Tech Center, L.L.C. and MJ Research Company, Inc. (the “Master Lease”)]

EXHIBIT A-2

[See below for Agreement of Lease dated as of October 6, 2000 by and between Prime Lessor, as "landlord" and Sublessor, as "tenant" as amended by a First Amendment to Lease dated December 5, 2002 and a Second Amendment to Lease dated March 25, 2004]

EXHIBIT B

[Diagram depicting 14,503 rentable square feet of office and lab space located on the first floor of the Building]

EXHIBIT C

None.

FIRST AMENDMENT TO SUBLEASE

This First Amendment to Sublease is made as of the December 7, 2007 by and between Oscient Pharmaceuticals Corporation (formerly known as Genome Therapeutics Corporation), a Massachusetts corporation with a place of business at 1000 Winter Street, Suite 2200, Waltham, Massachusetts 02451 (“Sublessor”), and Fluidigm Corporation, a Delaware corporation, with a place of business at 7000 Shoreline Court, South San Francisco, California 94080 (“Sublessee”).

WITNESSETH THAT:

WHEREAS, pursuant to that certain Agreement of Lease dated as of October 6, 2000 by and between ARE-San Francisco No. 17, LLC (“Prime Lessor”) (as successor in interest to Mountain Cove Tech Center, L.L.C. by acquisition of the fee interest in the property, and MJ Research Company, Inc., by an Assignment and assumption of Subleases dated as of October 6, 2000 to Mountain Cove Tech Center, L.L.C.), as “landlord” and Sublessor, as “tenant” (as successor in interest to Genesoft, Inc.), as amended by a First Amendment to Lease dated December 5, 2002 and a Second Amendment to Lease dated March 25, 2004 (such lease, as so amended, and all renewals, modifications and extensions thereof being hereinafter collectively referred to as the “Prime Lease”), a true and complete copy of which is attached hereto as **Exhibit A,** Prime Lessor leases to Sublessor approximately 68,460 rentable square feet of space located on the first, second and third floors of the Building (all as more particularly described in the Prime Lease, the “Premises”); and

WHEREAS, pursuant to that certain Sublease Agreement dated as of March 25, 2004, by and between Sublessor, as “sublessor” and Sublessee, as “sublessee” (the “Sublease”), a true and complete copy of which is attached hereto as **Exhibit B,** Sublessor subleases to Sublessee approximately 14,503 rentable square feet of office and lab space located on the first floor of the Building (all as more particularly described in the Sublease, the “Subleased Premises”); and

WHEREAS, the term of the Sublease ends on December 31, 2007; and

WHEREAS, Sublessor and Sublessee desire to amend the Sublease to, among other things, extend said term all subject to the provisions hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Term. Notwithstanding anything to the contrary in the Sublease, the term of the Sublease is hereby extended for a period commencing on January 1, 2008 (the “Extension Effective Date”) and expiring on February 28, 2011 (the “Expiration Date”) or such earlier date upon which said term may expire, be cancelled or be terminated pursuant to any of the terms of provisions of the Prime Lease, the Sublease, this First Amendment to Sublease or applicable law (the “Additional Term”). Said extension shall be subject to all terms, covenants and conditions contained in the Sublease except as otherwise set forth herein. References herein and in the

Sublease to the Term shall be deemed to mean and include the Initial Term and Additional Term (and the Expiration Date shall be deemed extended accordingly). Sublessee acknowledges and agrees that it has no further right to extend the term of the Sublease and that any such right set forth in Section 2 of the Sublease is null and void.

2. Termination For Convenience. Sublessee is granted a one-time right to terminate ("Termination Right") the Sublease on July 1, 2009, Sublessee shall provide Sublessor written notification of its intent to terminate no later than October 1, 2008. If Sublessee exercises this Termination Right, Sublessee shall pay Sublessor an amount equal to $332,500.00 on or before July 1, 2009.

3. Rent. Notwithstanding anything to the contrary contained in Section 4 of the Sublease, commencing on January 1, 2008, the Rent due under the Sublease shall be equal to the following amounts during the periods set forth below:

Term Period	Monthly Rent	P.R.S.F. Per Year
1/1/08 — 12/31/08	$57,172.24	$47.305
1/1/09 — 12/31/09	$58,477.51	$48.385
1/1/10 — 12/31/10	$59,637.75	$49.345
1/1/11 — 2/28/11	$60,943.02	$50.425

The Rent specified above is inclusive of all services previously provided by Sublessor pursuant to Section 4 of the Sublease as well as all other provisions contained in Sections 4 and 11 of the Sublease. Section 4 (ii) is hereby deleted. The parties agree that the Sublessee shall be responsible for the janitorial and cleaning services. The fifth sentence from the bottom of Section 4 is hereby deleted.

4. Assignment and Subletting. The references in the first two sentences of Section 9 of the Sublease to "Competitors" and to net worth shall be deleted.

5. Financial Statements. Section 27.13 of the Prime Lease, as incorporated into the Sublease, shall be revised such that (a) Section 27.13 shall not apply if Sublessee is a publicly traded company, (b) if Sublessee is not a publicly traded company, Sublessee shall only be required to provide Sublessor with audited financial statements once they have been completed, provided Sublessee uses commercially reasonable efforts to complete such statements with a reasonable time frame and (c) Sublessor shall hold all of Sublessee's financial statements confidential.

6. Proper Authority. Each party represents to the other that (i) it has not assigned, encumbered or hypothecated any of its right, title or interest in the Sublease or any portion thereof or interest therein, (ii) it is duly authorized to enter into and perform its obligations under

this First Amendment to Sublease and to modify its rights under the Sublease as set forth in this First Amendment to Sublease, and (iii) the parties executing this First Amendment to Sublease on behalf of each party are duly authorized to bind the party they purport to represent.

7. Brokerage. Sublessee and Sublessor represent that they have not dealt with any broker in connection with this First Amendment to Sublease other than CRESA Partners on behalf of Sublessee. The Sublessor shall not be responsible for a commission or other fee, if any, is due to CRESA Partners. Each party agrees to indemnify and hold harmless the other from and against any and all liability, claims, suits, demands, judgments, costs, interest and expense (including, without being limited to, reasonable attorneys' fees and expenses) which the indemnified party may be subject to or suffer by reason of any claim made by any person, firm or corporation for any commission, expense or other compensation as a result of the execution and delivery of this First Amendment to Sublease, which is based on alleged conversations or negotiations by said person, firm or corporation with the indemnifying party.

8. Condition. This First Amendment to Sublease is subject to (a) approval and consent of Prime Lessor in accordance with this Section 6 and (b) the full execution of the Third Amendment to Lease currently being negotiated between Sublessee and Prime Lessor to extend the term of the MJ Research Sublease (the "MJ Research Amendment"). This First Amendment to Sublease shall not become effective unless and until a written approval and consent to this First Amendment to Sublease is executed and delivered by Prime Lessor to Sublessor and the MJ Research Amendment is fully executed. If the above conditions are not satisfied within ten (10) business days of Sublessee's execution of this First Amendment to Sublease, either party may terminate this First Amendment to Sublease by delivering written notice to the other.

9. Security Deposit. Sublessee shall maintain in effect throughout the Additional Term a Letter of Credit as required under Section 15 of the Sublease. Within ten (10) days of the Extension Effective Date, Sublessee at its sole cost and expense shall deliver to Sublessor, an extension of the existing Letter of Credit or a replacement of the existing Letter of Credit in a form and from a financial institution reasonably acceptable to Sublessor. Sublessee may at any time substitute a cash security deposit for the Letter of Credit, and upon such substitution, Sublessor shall return the Letter of Credit to Sublessee.

10. Miscellaneous. Unless the context requires otherwise, the terms used herein shall be construed in conformity with the definitions set forth in the Sublease. References in the Sublease to the MJ Research Sublease shall mean the MJ Research Sublease as amended, including by the MJ Research Amendment. As hereby modified, the Sublease is ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this instrument to be executed under seal as of the day and year first above written.

OSCIENT PHARMACEUTICALS CORPORATION
a Massachusetts corporation

By /s/ Ph. M. MAITRE
Name: Ph. M. MAITRE
Title: SVP & CFO.

FLUIDIGM CORPORATION,
a Delaware corporation

By ______________________
Name:
Title:

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this instrument to be executed under seal as of the day and year first above written.

OSCIENT PHARMACEUTICALS CORPORATION
a Massachusetts corporation

By ______________________________
Name:
Title:

FLUIDIGM CORPORATION,
a Delaware corporation

By /s/ Gajus Worthington
Name: Gajus Worthington
Title: CEO

EXHIBIT A

[See below for Agreement of Lease dated as of October 6, 2000 by and between Prime Lessor, as "landlord" and Sublessor, as "tenant" as amended by a First Amendment to Lease dated December 5, 2002 and a Second Amendment to Lease dated March 25, 2004]

EXHIBIT B

[See above for Sublease Agreement dated as of March 25, 2004.]

AGREEMENT OF LEASE

AGREEMENT OF LEASE made as of the 1st day of December, 2001, by and between MJ Research Company, Inc. (hereinafter referred to as "Landlord") and Fluidigm Corporation (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby hires from Landlord a portion of the building (the "Building") in South San Francisco, as described in Section 1.1(4) below and shown on the plan attached hereto as Exhibit A and made a part hereof (hereinafter referred to as the "Premises" or the "Demised Premises").

1. REFERENCE DATA

1.1 Definitions. Each reference in this Lease to any of the terms and titles contained in this Article shall be deemed and construed to incorporate the data stated following that term or title in this Article.

1)	Additional Rent:	Sums or other charges payable by Tenant to Landlord under this Lease, other than Monthly Fixed Rent, all of which shall be payable as additional rent under this Lease.
2)	Broker:	None.
3)	Business Day:	All days except Saturdays, Sundays, days defined as "legal holidays" for the entire state under the laws of the State of California, and such other days as Tenant presently or in the future recognizes as holidays for Tenant's general staff.
4)	Demised Premises:	Space on the first floor of the Building at 7000 Shoreline Court, South San Francisco, California 94080 (the "Building"), which space is shown on the plans attached as Exhibit A.
5)	Environmental Laws:	As defined in Section 5.3 (a) (1).
6)	Event of Default:	The occurrence of an event listed in Section 19.1.
7)	Hazardous Materials:	As defined in Section 5.3 (a) (2).

8)	Interest Rate:	18% per annum, or the maximum interest rate Landlord is permitted to charge Tenant under applicable law, whichever is less.
9)	Land:	The parcel of land on which the Building is situated.
10)	Landlord's Address:	7000 Shoreline Court, So. San Francisco, CA 94080, Attn: Edward Breakell
11)	Landlord's Architect:	Any licensed architect from time to time designated by Landlord.
12)	Lease Year:	A twelve (12) month period beginning on the Term Commencement Date and each succeeding twelve (12) month period during the Term of this Lease, except that if the Term Commencement Date shall be other than the first day of a calendar month, the first Lease Year shall include the partial calendar month in which the Term Commencement Date occurs as well as the succeeding twelve (12) full calendar months.
13)	Mortgage:	A mortgage, deed of trust, trust indenture, or other security instrument of record creating an interest in or affecting title to the Land or Building or any part thereof, and any and all renewals, modifications, consolidations or extensions of any such instrument.
14)	Mortgagee:	The holder of any Mortgage.
15)	Permitted Use:	Office and light engineering, subject to the provisions contained herein involving the use of hazardous materials.
16)	Prime Landlord:	Mountain Cove Tech Center LLC, a California limited liability company.
17)	Prime Lease:	The lease dated November 9, 1999 between Prime Landlord and Landlord.
18)	Property:	The Land and Building.

19)	Rent:	Monthly Fixed Rent and Additional Rent.
20)	Rentable Area of the Demised Premises:	Agreed to be 12,501 rentable square feet plus the loading space shown on Exhibit A.
21)	Security Deposit:	$90,000.00
22)	Tenant's Address:	7100 Shoreline Court, South San Francisco, California 94080
23)	Term Commencement Date:	December 8, 2001
24)	Term of this Lease:	Approximately 37 months
25)	Termination Date:	January 7, 2005
26)	Monthly Fixed Rent:	$48,700.00 per month ($584,400.00 per year) for the first lease year, which amount shall be increased annually by four (4.0%) compounded annually.

1.2 Exhibits. The following exhibits are attached hereto and made a part hereof:

A — Plan of Demised Premises
B — Cleaning Specifications
C — Rules and Regulations
D — List of Environmental Reports Given to Tenant
E — Form of Prime Landlord Consent

2. DESCRIPTION OF DEMISED PREMISES

2.1 Demised Premises. The Demised Premises are that portion of the Building as described above (as the same may from time to time be constituted after changes therein, additions thereto and eliminations therefrom pursuant to rights of Landlord hereinafter reserved).

2.2 Appurtenant Rights. Tenant shall have, as appurtenant to the Demised Premises, rights to use in common, subject to reasonable rules from time to time made by Landlord of which Tenant is given notice, those common roadways, walkways, elevators, hallways and stairways necessary for access to that portion of the Building occupied by the Demised Premises. There is also appurtenant to the Demised Premises at no additional charge the nonexclusive use, in common with Landlord and other entitled thereto, of the parking lot appurtenant to the Building, which lot is designed to have three (3) parking spaces per 1,000 rentable-square feet

in the Building. Landlord agrees that such parking lot shall be on a non-exclusive basis for Tenant and others' entitled thereto. Tenant may not store cars in the parking lot, i.e., leave cars parked for more than seven (7) days.

2.3 Reservations. All the perimeter walls of the Demised Premises except the inner surfaces thereof, any balconies, terraces or roofs adjacent to the Demised Premises, and any space in or adjacent to the Demised Premises used for serving other portions of the Building exclusively or in common with the Demised Premises, including without limitation (where applicable) shafts, stacks, pipes, conduits, wires and appurtenant fixtures, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof, as well as the right of access through the Demised Premises for the purpose of operation, maintenance, decoration and repair, are expressly reserved to Landlord.

2.4 Certain Amenities. The named Tenant, Fludigm Corporation shall have access to on a nonexclusive basis, the following facilities:

(a) The exercise room. Landlord may charge a reasonable fee for towel service (if provided) and janitorial service.

(b) The lunchroom and adjacent patio.

In the event the named Tenant Fluidigm Corporation occupies less than all of the Premises, Landlord may eliminate said amenities or assign them exclusively to Landlord or other occupants of the Building. Such amenities shall not be available to assignees or subtenants of Tenant unless permitted in writing by Landlord.

2.5 Conference Room. Tenant may have the use of the executive conference room for up to an additional four (4) days per month at the rate of $700.00 for a full day or $400.00 for a half day. Use of the executive conference room must be booked through the Landlord.

3. TERM OF LEASE

3.1 Term. The Term of this Lease is approximately 37 months and (or until such Term shall sooner cease or expire) commencing on the Term Commencement Date and ending on January 7, 2005 (the "Termination Date").

4. PREPARATION OF PREMISES; TENANTS ACCESS

"As Is." The Premises are leased "as is."

5. USE OF PREMISES

5.1 Permitted Use. Tenant shall occupy and use the Demised Premises for the Permitted Use set forth in Article 1 and for no other purpose. Service and utility areas (whether or not a part of the Demised Premises) shall be used only for the particular purpose for which they are designated. Tenant shall have access to the Demised Premises 24 hours per day, 7 days per week.

5.2 Prohibited Uses. Tenant shall not use, or suffer or permit the use of, or suffer or permit anything to be done in or anything to be brought into or kept in, the Demised Premises or any part thereof (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease, (ii) for any unlawful purposes or in any unlawful manner, or (iii) which, in the reasonable judgment of Landlord shall in any way (a) impair or tend to impair the appearance or reputation of the Building, (b) impair or interfere with or tend to impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or with the use of any of the other areas of the Building, or (c) occasion discomfort, inconvenience or annoyance to any of the other tenants, or occupants of the Building, whether through the transmission of noise or odors or vibrations or dust or otherwise. Without limiting the generality of the foregoing, no food shall be prepared or served for consumption by the general public on or about the Demised Premises; no intoxicating liquors or alcoholic beverages shall be sold or otherwise served for consumption by the general public on or about the Demised Premises; no lottery tickets (even where the sale of such tickets is not illegal) shall be sold and no gambling, betting or wagering shall otherwise be permitted on or about the Demised Premises; no loitering shall be permitted on or about the Demised Premises; and no loading or unloading of supplies or other material to or from the Demised Premises shall be permitted on the Land except at times (excluding Business Days from 7:00 to 9:30 a.m. and from 4:00 to 6:00 p.m.) and in locations to be reasonably designated by Landlord, except for the freight elevator described in Section 7.4, which Tenant may use at any time. The Demised Premises shall be maintained in a sanitary condition. Tenant shall suitably store all trash and rubbish in the Demised Premises or other locations designated by Landlord from time to time. All Hazardous Materials must be disposed of in compliance with Section 5.3. Tenant specifically agrees that its indemnification obligations pursuant to Section 13.2 shall extend to any claim arising from the consumption of intoxicating liquors or alcoholic beverages on or about the Demised Premises.

5.3 Hazardous Materials,

(a) Definitions.

(1) Environmental Law means any governmental statute, code ordinance, regulation, rule or order and any amendment thereto governing or regulating materials that are toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous. Environmental Laws include, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, the California Hazardous Substances Act at California Health and Safety Code Section 108100 *et seq.*, the provisions regarding hazardous waste control at California Health and Safety Code Sections 25100 through 25250.25 and the California Medical Waste Management Act at California Health and Safety Code §117600 *et seq*.

(2) Hazardous Materials shall mean any substance: (A) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, medical waste, hazardous substance, pollutant or contaminant under any Environmental Law or (B) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation.

(b) Tenant’s Covenants. No Hazardous Materials shall be stored, placed, handled, used or released by Tenant or its employees, contractors, sublessees, guests or visitors at or about the Demised Premises or Property without Landlord’s prior written consent. Notwithstanding the foregoing, storage and use of routine office and janitorial supplies in usual and customary quantities and the Permitted Materials as defined in subsection (c) below are permitted without Landlord’s prior written consent, provided that Tenant’s activities at or about the Demised Premises and Property shall comply at all times with all Environmental Laws. Tenant shall keep Landlord fully and promptly informed of all storage, placement, handling, use or release by Tenant or its employees, contractors , sublessees, guests or visitors of all Hazardous Materials. At the expiration or termination of the Lease, Tenant shall remove from the Demised Premises all Hazardous Materials brought or released in or on the Building as a result of the activities of Tenant or its employees, agents, servants, invitees, visitors, customers, contractors, sublessees, and those other persons for whom Tenant is legally responsible (collectively “Tenant Parties”). Landlord shall have the right to perform an environmental assessment of the Demised Premises after such removal, which assessment shall be conducted at Landlord’s expense, unless it reveals that Tenant has not complied with the requirements set

forth in this Section 5.3, in which case Tenant shall reimburse Landlord for the reasonable cost thereof within ten days after Landlord's request therefor. Nothing in this Section 5.3 shall require Tenant to indemnify Landlord for any matters arising out of or caused by the actions or omissions of Landlord, its employees, agents, contractors, licensees, or invitees.. Tenant shall be responsible and liable for the compliance with all of the provisions of this Section by all of Tenant Parties and all of Tenant's obligations under this Section (including its indemnification obligations under subsection (e) below) shall survive the expiration or termination of this Lease.

(c) Tenant may request permission to use the loading dock to accept deliveries of Hazardous Materials for use in Tenant's subleased space in the Building. Landlord shall grant such permission in its sole and absolute discretion. Tenant will operate under all applicable Federal, State and Local laws governing the use, storage and management of hazardous materials for building Occupancy Groups A3, B and H Divisions 2, 3 and 7, as allowable, including Title 22 of the CFR as defined under the Uniform Building Code and Uniform Fire Code developed by the International Fire Code Institute (the "Allowable Class Facilities").

(d) Compliance. Tenant shall at Tenant's expense promptly take all actions required by any governmental agency or entity in connection with or as a result of the storage, placement, handling, use or release by Tenant Parties of Hazardous Materials at or about the Demised Premises or Property, including inspection and testing, performing all cleanup, removal and remediation work required with respect to those Hazardous Materials, complying with all closure Laws and postclosure monitoring, and filing all required reports or plans. Tenant shall never use any of the Landlord's trash receptacles for disposing of any hazardous waste. All of the foregoing work shall be performed in a good, safe and workmanlike manner by consultants qualified and licensed to undertake such work and in a manner that will not interfere with any other tenant's quiet enjoyment of the Property or Landlord's use, operation, leasing and sale of the Property. Tenant shall deliver to Landlord prior to delivery to any governmental agency, or promptly after receipt from any such agency, copies of all permits, manifests, closure or remedial action plans, notices, and all other documents relating to the storage, placement, handling, use or release by Tenant Parties of Hazardous Materials at or about the Demised Premises or Property. Upon prior written notice from Landlord, Tenant shall make available to Landlord for Landlord's inspection and copying all of Tenant's documents, materials, data, inventories and other documentation (including, without limitation, Material Safety Data Sheets relating to Hazardous Materials as may be present or suspected to be present in, on or about the Demised Premises. If any lien attaches to the Demised Premises or the Property in connection with or as a

result of the storage, placement, handling, use or release by Tenant Parties of Hazardous Materials, and Tenant does not cause the same to be released, by payment, bonding or otherwise, within ten (10) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released and any sums expended by Landlord in connection therewith shall be payable by Tenant on demand. Notwithstanding anything in the foregoing to the contrary, Tenant shall not be responsible for Hazardous Materials not introduced to the Premises, the Building or the Land by Tenant Parties.

(e) Tenant shall give Landlord immediate telephone notice and prompt written notice (which means as soon as practicable and, in no event, more than one (1) day following Tenant's knowledge of the applicable event) of any (i) spill, discharge, dumping, or other release of any Hazardous Materials (including, without limitation, the Permitted Materials) on, in, under or from the Demised Premises, the Building, or any portion of the Project, or the groundwater thereof, (ii) any oral or written notice from any governmental agency received by Tenant of any such spill, discharge, dumping, or other release of any Hazardous Materials, and (iii) any oral or written notice of any violation, warning, deficiency, non-compliance, or other alleged or actual failure by Tenant to comply strictly with any Environmental Law and/or any requirement, provision, or stipulation of any governmental permit, license, registrations, or approval.

(f) Landlord's Eights .Subject to the provisions of Section 15.2, Landlord shall have the right, but not the obligation, to enter the Demised Premises at any reasonable time upon 24 hours notice except in case of emergency (i) to confirm Tenant's compliance with the provisions of this Section, and (ii) to perform Tenant's obligations under this Section if Tenant has failed to do so after reasonable notice to Tenant. Landlord shall also have the right to engage qualified Hazardous Materials consultants to inspect the Demised Premises and review the storage, placement, handling, use or release by Tenant or its employees, contractors, sublessees, guests or visitors of Hazardous Materials, including review of all permits, reports, plans, and other documents regarding same. Tenant shall pay to Landlord on demand the reasonable costs of Landlord's consultant's fees if Tenant is found to have violated the terms of this Section 5.3 any and all reasonable costs incurred by Landlord in performing Tenant's obligations under this section. Landlord shall use reasonable efforts to minimize any interference with Tenant's business caused by Landlord's entry into the Demised Premises, but Landlord shall not be responsible for any interference caused thereby, unless such interference arises out of or is caused by the gross negligence or willful misconduct of Landlord, its employees, agents, contractors, licensees, or invitees.

(g) Tenant's Indemnification. Tenant agrees to indemnify, defend and hold harmless Landlord and its members, managers, directors, officers, agents and employees and their partners, members, managers, directors, officers, shareholders, employees and agents from all shall mean all costs and expenses of any kind, damages, including foreseeable and unforeseeable consequential damages, fines and penalties incurred in connection with any violation of and compliance with the Environmental Laws by Tenant Parties and all losses of any kind attributable to the diminution of value, loss of use or adverse effects on marketability or use of any portion of the Demised Premises or Property by Tenant Parties and all other claims, actions, losses, damages, liabilities, costs and expenses of every kind, including reasonable attorneys', experts' and consultants' fees and costs, incurred at any time and arising from or connection with the storage, placement, handling, use or release by Tenant or its employees, contractors, sublessees, guests or visitors of Hazardous Materials at or about the Property or Tenant's failure to comply in full with all Environmental Laws with respect to the Demised Premises and the Property.

5.4 Licenses and Permits. If any governmental license or permit shall be required for the property and lawful conduct of Tenant's business, and if the failure to secure such license or permit would in any way affect Landlord, Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant, at Tenant's expense, shall at all times comply with the terms and conditions of each such license or permit.

6. RENT

6.1 Monthly Fixed Rent. Tenant shall pay to Landlord, without any set-off or deduction, at Landlord's office, or to such other person or at such other place as Landlord may designate by notice to Tenant, the Monthly Fixed Rent set forth in Article 1, subject to annual adjustment as set forth in said Article 1. The Monthly Fixed Rent shall be paid in equal monthly installments in advance on or before the first Business Day of each calendar month during the Term of this Lease and shall be apportioned for any fraction of a month in which the Term Commencement Date or the last day of the Term of this Lease may fall.

6.2 Taxes. Tenant shall timely file business property statements with respect to Tenant's personal property and trade fixtures and pay when due all taxes imposed on such personal property and trade fixtures. Tenant shall also pay all real estate taxes attributable to Alterations made by Tenant to the Demised Premises.

6.3 Obligations Survive Termination. All obligations and liabilities of Tenant relating to any period prior to the termination of the Term of this Lease,

including without limitation the obligation to pay any Additional Rent due pursuant to the provisions of this Article, shall survive such termination.

6.4 Payment to Mortgagee. Landlord reserves the right to provide in any Mortgage given by it or by Prime Landlord of the Property that some or all rents, issues, and profits and all other amounts of every kind payable to the Landlord under this Lease shall be paid directly to the Mortgagee for Landlord's account and Tenant covenants and agrees that it will, after receipt by it of notice from Landlord or Mortgagee designating such Mortgagee to whom payments are to be made by Tenant, pay such amounts thereafter becoming due directly to such Mortgagee until excused therefrom by notice from such Mortgagee.

6.5 Additional Rent. Tenant shall also pay as additional rent without notice, except as required under this Lease, and without any abatement, deduction or setoff except as provided herein, all sums, impositions, costs, expenses and other payments which Tenant in any of the provisions of this Lease assumes or agrees to pay, and, in case of any nonpayment thereof, Landlord shall have in addition to any other rights and remedies, all of the rights and remedies provided by law or"

provided for in the Lease for the nonpayment of Monthly Fixed Rent.

6.6 Place of Payment of Rent. All payments of Rent shall be made by Tenant to Landlord without notice or demand at such place as Landlord may from time to time designate in writing. The initial place for payment of rent shall be 7000 Shoreline Court, So. San Francisco, CA 94080. Any extension of time for the payment of any installment of rent, or the acceptance of rent after the time at which it is due and payable shall not be a waiver of the rights of Landlord to insist on having all other payments made in the manner and at the times herein specified.

6.7 Cleaning. Tenant shall arrange for cleaning of the Tenant space in accordance with the cleaning schedule attached hereto as Exhibit B with a cleaning contractor subject to Landlord's approval, which approval shall not be unreasonably withheld. Tenant shall pay all such costs of cleaning. In addition, Landlord may provide such cleaning services to the Premises at a cost plus a ten percent (10%) administrative fee.

7. UTILITIES AND LANDLORD'S SERVICES

7.1 Electricity. Landlord shall furnish, at Landlord's cost, all electrical energy that Tenant requires for operation of the lighting fixtures, appliances and equipment servicing the Demised Premises. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electrical energy furnished to the Demised Premises by reason of any requirement, act or omission of the public utility serving the Building. Tenant's use of electrical energy in the Demised Premises shall not at any time exceed the capacity of any of the electrical

conductors and equipment in or otherwise serving the Demised Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effect upon the Building electrical services Tenant shall give notice to Landlord and obtain Landlord's prior written consent whenever Tenant shall connect to the Building electrical distribution system any fixtures, appliances or equipment other than lamps, typewriters, personal computers and similar small machines. Landlord shall install and replace all light fixtures, bulbs, tubes, lamps, lenses, globes, ballasts and switches used in the Demised Premises.

7.2 Water. Landlord shall furnish cold water for ordinary cleaning, toilet and drinking purposes and hot and cold water for lavatory purposes.

7.3 Heat and Air Conditioning. Landlord shall furnish to and distribute in the Premises and common areas of the Building heat and air conditioning as normal seasonal changes may require on Business Days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 9:00 a.m. to 1:00 p.m., provided Landlord may run common area HVAC on an economy mode on Saturdays. Without limiting the generality of the foregoing, all windows in the Demised Premises must remain closed at all times notwithstanding the fact that such windows may be operable. The air conditioning system servicing the Building is designed to provide cooling based upon an occupancy of not more than one person per one hundred (100) square feet of floor area, and upon a combined lighting and standard electrical load not to exceed 3.0 watts per square foot. In the event Tenant exceeds such condition or introduces into the Demised Premises equipment which overloads such system, or in any other way causes such system not to adequately perform its proper functions, supplementary systems may at Landlord's option be provided by Landlord at Tenant's, expense.

7.4 Elevator Service. Landlord shall provide non exclusive passenger elevator service consisting of two (2) elevators to the Demised Premises on Business Days from 8:00 a.m. to 6.00 p.m. and on a reduced basis at all other times.

7.5 Cleaning. Landlord shall furnish cleaning services to the common areas of the Building substantially in accordance with the specifications attached hereto as Exhibit B and made a part hereof.

7.6 Repairs and Other Services. Except as otherwise provided in Articles 8 and 16, and subject to Tenant's obligations in Article 12 and elsewhere in this Lease, Landlord shall at Landlord's expense (a) keep and maintain the roof, exterior walls, structural floor slabs and columns of the Building in as good condition and repair as they are in on the Term Commencement Date, reasonable use and wear excepted, (b) keep and maintain in workable condition the Building's sanitary, electrical, heating, air conditioning and other systems, (c) keep all walkways on the Property clean and remove all snow and ice therefrom, (d) provide grounds

maintenance to all landscaped areas and (e) keep and maintain the parking lot adjacent to the Building in good condition and repair.

7.7 Landlord's Further Responsibilities.

(a) Landlord shall allow Tenant to have full access to and use of the largest conference room on the third floor of the Building up to two (2) times per month, as reasonably agreed to in advance by Landlord and Tenant.

(b) Landlord shall be responsible at its sole cost and expense for the removal of all trash and garbage (excluding Hazardous Materials, laboratory, biological and animal waste) from the designated containers outside of the Building. Landlord will control the keys to the dumpster locks.

(c) Landlord shall comply with all obligations imposed on it in the CCR's (defined in Section 27.10) and shall pay its share of any future costs of providing BART shuttle service.

7.8 Interruption or Curtailment of Services. Landlord reserves the right to interrupt, curtail, stop or suspend the furnishing of services and the operation of any Building system, when necessary by reason of accident or emergency, or of repairs, alterations, replacements or improvements in the reasonable judgment of Landlord desirable or necessary to be made, or of difficulty or inability in securing supplies or labor, or of strikes, or of any other cause beyond the reasonable control of Landlord, whether such other cause be similar or dissimilar to those hereinabove specifically mentioned, until said cause has been removed. Landlord shall use reasonable efforts to minimize interruption to Tenant by any such interruption or curtailment of services. Landlord shall have no responsibility or liability for any such interruption, curtailment, stoppage, or suspension of services or systems, except that Landlord shall exercise reasonable diligence to eliminate the cause of same. Notwithstanding the foregoing, if utilities or Building services are interrupted due to the fault of Landlord (Tenant acknowledging that Landlord shall have no responsibility for failure of municipal or public utility suppliers to supply utilities to the Building), and such disruption continues for more than fifteen (15) days, rent shall abate if the Demised Premises are unusable and Tenant in fact vacates the Demised Premises.

8. CHANGES OR ALTERATIONS BY LANDLORD

Landlord reserves the right, exercisable by itself or its nominee, including without limitation Prime Landlord, at any time and from time to time without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor or otherwise affecting Tenant's obligations under this Lease, to make such changes, alterations, additions, improvements, repairs or

replacements in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators, and stairways thereof, as it may deem necessary or desirable, and to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Building, provided, however, that there be no unreasonable obstruction of the right of access to, or unreasonable interference with the use and enjoyment of, the Demised Premises by Tenant, except that Landlord shall not be obligated to employ labor at so-called "over-time" or other premium pay rates. Nothing contained in this Article shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant with respect to making or causing to be made any repair, replacement or improvement or complying with any law, order or requirement of any governmental or other authority. Neither this Lease nor any use by Tenant shall give Tenant any right or easement or the use of any door or any passage or any concourse connecting with any other building or to any public convenience, and the use of such doors, passages and concourses and of such conveniences may be regulated or discontinued at any time and from time to time by Landlord without notice to Tenant and without affecting the obligations of Tenant hereunder or incurring any liability to Tenant therefor.

9. FIXTURES, EQUIPMENT AND IMPROVEMENTS — REMOVAL BY TENANT

All fixtures, equipment, leasehold improvements and appurtenances attached to or built into the Demised Premises prior to or during the Term, whether by Landlord at its expense or at the expense of Tenant (either or both) or by Tenant, except for personal property, equipment or trade fixtures paid for by Tenant regardless of whether or not they are affixed to the Premises, shall be and remain part of the Demised Premises and shall not be removed by Tenant at the end of the Term unless otherwise expressly provided by notice from Landlord to Tenant. Upon the request of Landlord, Tenant will remove such fixtures, equipment, leasehold improvements and appurtenances added by Tenant after the Term Commencement Date as are directed by Landlord and shall restore any damage caused by such removal.

10. ALTERATIONS AND IMPROVEMENTS BY TENANT

Tenant shall make no alterations, decorations, installations, removals, additions or improvements in or to the Demised Premises without Landlord's prior written consent and then only by contractors or mechanics approved by Landlord. No such installations or other work shall be undertaken or begun by Tenant until Landlord has approved written plans and specifications therefor; and no amendments or additions to such plans and specifications shall be made without prior written consent of Landlord. Any such approved alterations, decorations, installations, removals, additions and improvements shall be done at the sole

expense of Tenant and at such times and in such manner as Landlord may from time to time reasonably designate. Subject to the terms of Section 9 herein, if Tenant shall make any alterations, decorations, installations, removals, additions or improvements, then Landlord may elect to require Tenant at the expiration of this Lease to restore the Demised Premises to substantially the same condition as existed at the Term Commencement Date, such election to be made and advised to Tenant at the same time as Landlord grants consent to the making of such Alterations.

11. TENANTS CONTRACTORS - MECHANICS' - AND OTHER LIENS - STANDARD OF TENANT'S PERFORMANCE - COMPLIANCE WITH LAWS

Whenever Tenant shall make any alterations, decorations, installations, removals, additions or improvements or do any other work in or to the Demised Premises, Tenant will strictly observe the following covenants and agreements:

(a) In no event shall any material or equipment be incorporated in or added to the Demised Premises in connection with any such alteration, decoration, installation, addition or improvement which is subject to any lien, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any security interest or any form of title retention agreement. Any mechanic's lien filed against the Demised Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant shall be discharged by Tenant within twenty (20) days thereafter, at the expense of Tenant, by filing the bond required by law or otherwise. If Tenant fails so to discharge any lien, Landlord may do so at Tenant's expense and Tenant shall reimburse Landlord for any expense or cost incurred by Landlord in so doing within fifteen (15) days after rendition of a bill therefor.

(b) All installations or work done by Tenant under this or any other Article of this Lease shall be at its own expense (unless expressly otherwise provided) and shall at all times comply with (i) laws, rules, orders and regulations of governmental authorities having jurisdiction thereof and (ii) plans and specifications prepared by and at the expense of Tenant theretofore submitted to Landlord for its prior written approval.

(c) Tenant shall procure all necessary permits before undertaking any work in the Demised Premises; do all such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements, and defend, save harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by or growing out of such work.

(d) Tenant shall notify Landlord no later than ten (10) days prior to starting work on any alterations so that Landlord shall have the opportunity to post a "Notice of nonresponsibility" at the Demised Premises and record said notice in the county in which the Property is located pursuant to California Civil Code Section 3094.

(e) all contractors and subcontractors shall be approved by Landlord, which approval shall not be unreasonably withheld, and all work by Tenant shall be performed by such contractors and subcontractors and in such manner as to maintain harmonious labor relations.

12. REPAIRS BY TENANT

Tenant, at its expense, shall keep or cause to be kept, all and singular, the Demised Premises in good repair, order and condition, reasonable use and wear thereof and damage by fire or by unavoidable casualty excepted. Without limiting the generality of the foregoing, Tenant shall keep all interior windows and other glass whole, and shall replace the same whenever broken with glass of the same quality and shall repair or replace all exterior windows if damaged by neglect or wrongdoing of Tenant. Tenant hereby waives the benefits of California Civil Code Section 1932(1). Notwithstanding any contrary implication, Tenant shall have no obligation to make any repairs, replacements or improvements of a capital nature (as determined pursuant to generally accepted accounting practices) to the Premises unless required as a result of tenant's or its agent's negligence or willful misconduct.

13. INSURANCE, INDEMNIFICATION, EXONERATION AND EXCULPATION

13.1 Tenant's Insurance

(a) Liability Insurance. Tenant shall maintain in full force throughout the Term commercial general liability and property damage insurance providing coverage on an occurrence form basis with limits of not less than Five Million Dollars ($5,000,000.00) each occurrence for bodily injury and property damage combined, Five Million Dollars ($5,000,000.00) annual general aggregate, and Five Million Dollars ($5,000,000.00) products and completed operations (if applicable) annual aggregate. Tenant's liability insurance policy or policies shall: (i) include premises and operations liability coverage, automobile, products and completed operations liability coverage (if applicable), broad form property damage coverage including completed operations (if applicable), blanket contractual liability coverage with, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds

under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises or the Property; and (v) extend coverage to cover liability for the actions of Tenant's employees, contractors, sublessees, guests and visitors. Tenant's required insurance may be maintained by a combination of underlying and "umbrella" coverage.

(b) Personal Property Insurance. Tenant shall at all times maintain in effect with respect to Tenant's fixtures, equipment and personal property located at or within the Demised Premises, commercial property insurance providing coverage, at a minimum, for "broad form" perils, to the extent of 100% of the full replacement cost of covered property. Tenant may carry such insurance under a blanket policy, provided that such policy provides equivalent coverage to a separate policy. During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of such fixtures, equipment and personal property so insured. Landlord shall be provided coverage under such insurance to the extent of its insurable interest and, if requested by Landlord, both Landlord and Tenant shall sign all documents reasonably necessary or proper in connection with the settlement of any claim or loss under such insurance. Landlord shall have no obligation to carry insurance on any such Tenant's leasehold improvements or on Tenant's fixtures, equipment or personal property.

(c) Workmen's Compensation Insurance. Tenant shall maintain worker's compensation insurance as required by law and employer's liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000).

(d) Business Interruption/Extra Expense Insurance. Tenant shall maintain loss of income, business interruption and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings and incurred costs attributable to the perils commonly covered by Tenant's property insurance described above but in no event less than Five Hundred Thousand Dollars ($500,000.00). Such insurance shall be carried with the same insurer that issues the insurance for the personal property.

(e) Other Coverage. Tenant, at its cost, shall maintain such other insurance as Landlord may reasonably require from time to time, but in no event may Landlord require any other insurance which is (i) not then being required of comparable tenants leasing comparable amounts of space in comparable buildings in the vicinity of the Building or (ii) not then available at commercially reasonable rates.

(f) Insurance Criteria. Each policy of insurance required under this Section shall: (i) be in a form, and written by an insurer, reasonably acceptable to Landlord, (ii) be maintained at Tenant's sole cost and expense, and (iii) require at least thirty (30) days' written notice (or twenty (20) days in case of nonpayment of premium) to Landlord prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A" or better and financial size category ratings of "XIII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies shall be licensed to do business in the State of California. Any deductible amount under such insurance shall not exceed maximum deductible amounts currently required under similar leases for buildings in the vicinity of the Building, with Tenant having the burden of proof. Tenant shall provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this Section, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid.

(g) Increase in Amount of Insurance. Tenant shall increase the amounts of insurance as required by any Mortgagee, and, not more frequently than once every three (3) years, as recommended by Landlord's insurance broker, if, in the reasonable opinion of either of them, the amount of insurance then required under this Lease is not adequate. Any limits set forth in this Lease on the amount or type of coverage required by Tenant's insurance shall not limit the liability of Tenant under this Lease.

(h) Insurance Provisions. Each policy of liability insurance required by this Section shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord or Prime Landlord covering the same loss; (iii) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, Prime Landlord, their officers, directors, shareholders, members, property managers and mortgagees; and (iv) name Prime Landlord, Mortgagees, Landlord, their officers, directors, employees, shareholders, members, property managers and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, as additional insureds. Such additional insureds shall be provided the same extent of coverage as provided to Tenant under such policies. All endorsements affecting such additional insured status shall be acceptable to Landlord and shall be at least as broad as additional insured endorsement form number CG 20 11 11 85 promulgated by the Insurance Services Office.

(i) Evidence of Coverage. Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to the expiration of any policy thereafter, Tenant shall furnish to Landlord a certificate of insurance reflecting that the insurance required by this Section is in force accompanied by an endorsement showing the required additional insureds satisfactory to Landlord in substance and form. Notwithstanding the requirements of this paragraph, Tenant shall, at Landlord's request, provide to Landlord within a commercially reasonable time a certified copy of each insurance policy required to be in force at any time pursuant to the requirements of this Lease or its Exhibits. Tenant's failure to furnish Landlord with such certificates of insurance within a reasonable time (not to exceed ten (10) days) after Landlord's request shall be deemed a material default under this Lease.

13.2 General. Tenant will save Landlord harmless, and will exonerate and indemnify Landlord and Prime Landlord, from and against any and all claims, liabilities, penalties, damages or expenses (including without limitation reasonable attorneys' fees) asserted against or incurred by Landlord or Prime Landlord:

(a) on account of or based upon any injury to person, or loss of or damage to property sustained or occurring on the Demised Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever (other than Landlord, Prime Landlord or their agents, contractors or employees);

(b) on account of or based upon any injury to person or loss of or damage to property, sustained or occurring elsewhere (other than on the Demised Premises) in or about the Building (and, in particular, without limiting the generality of the foregoing on or about the elevators, stairways, public corridors, sidewalks, roof, or other appurtenances and facilities used in connection with the Building or Demised Premises) arising out of the use or occupancy of the Building or Demised Premises by Tenant, or any person claiming by, through or under Tenant (other than those caused by or attributable to the negligence or willful misconduct of Landlord, Prime Landlord or their agents, contractors or employees);

(c) on account of or based upon (including moneys due on account of) any work or thing whatsoever done (other than by Landlord, Prime Landlord or their contractors, or agents or employees of any such party) in the Demised Premises during the Term of this Lease and during the period of time, if any, prior to the Term Commencement Date that Tenant may have been given access to the Demised Premises; and

(d) on account of or resulting from the failure of Tenant to perform and discharge any of its covenants and obligations under this Lease;

and, in case any action or proceeding be brought against Landlord or Prime Landlord by reason of any of the foregoing, Tenant upon notice from Landlord shall at Tenant's expense resist or defend such action or proceeding and employ counsel therefor reasonably satisfactory to Landlord, it being agreed that such counsel as may act for insurance underwriters of Tenant engaged in such defense shall be deemed satisfactory.

13.3 Property of Tenant. In addition to and not in limitation of the foregoing, and subject only to provisions of applicable law, Tenant covenants and agrees that all merchandise, furniture, fixtures and property of every kind, nature and description which may be in or upon the Demised Premises or elsewhere on the Property during the Term of this Lease, shall be at the sole risk and hazard of Tenant, and that if the whole or any part thereof shall be damaged, destroyed, stolen or removed from any cause or reason whatsoever other than the negligence or misconduct of Landlord or Prime Landlord or their contractors, or agents or employees of any such party, no part of said damage or loss shall be charged to, or borne by Landlord or Prime Landlord.

13.4 Bursting of Pipes, etc. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, seismic events, earthquakes, falling plaster or tiles, steam, gas, electricity, electrical disturbance, water, rain or snow or leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or caused by any other cause of whatever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees; nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Demised Premises or elsewhere in the Building.

13.5 Landlord's Insurance. Landlord shall, at its sole expense, carry so-called "all risk" full replacement cost casualty insurance on the Building (exclusive of Tenant's leasehold improvements, fixtures and equipment).

14. ASSIGNMENT, MORTGAGING, SUBLETTING, ETC.

14.1 Generally. Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber this Lease or any interest of Tenant therein, in the whole or in part of the Premises or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord and Landlord's mortgagee. Except in connection with a public stock offering, a transfer of any of Tenant's stock or a transfer or change of control of Tenant (if Tenant is a corporation), or a change in the composition of persons or entities owning any interest in Tenant (if Tenant is not a corporation), or any

transfer of Tenant's interest in the Lease by operation of law or by merger or consolidation of Tenant with or into any other entity, firm or corporation, shall be deemed an assignment for purposes of this Article 14. Notwithstanding anything to the contrary in this Lease, except with respect to Corporate Transfers (hereinafter defined) to a Competitor (as defined in Section 14.2), Tenant shall not be required to obtain Landlord's consent, and the terms of Sections 14.2 and 14.3 of this Lease shall not apply, to any transfer of Tenant's stock or a transfer or change of control of Tenant or other transfer to an entity which controls, is controlled by or is under common control with Tenant or any successor to Tenant or which succeeds to substantially all of Tenant's assets and business by merger, consolidation, reorganization or purchase or in connection with an initial public offering (collectively referred to as "Corporate Transfers"). Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of such Corporate Transfer. As used herein, the terms "controlled" or "controls" or "control" shall mean ownership of at least fifty-one percent (51%) of voting control of the relevant entity.

14.2 Landlord's Options. In connection with any request by Tenant for Landlord's consent to assignment or subletting, Tenant shall submit to Landlord in writing ("Tenant's Sublease Notice") (i) the name of the proposed assignee or subtenant, (ii) such information as to its financial responsibility and standing as Landlord may reasonably require, and (iii) all of the terms and provisions upon which the proposed assignment or subletting is to be made. Within ten (10) business days after receipt from Tenant of Tenant's Sublease Notice and receipt of the information required hereunder, Landlord shall have the following options: (a) reasonably withholding its consent; (b) withholding consent in its absolute discretion if the proposed assignee or sublessee is a "Competitor" (as that term is hereinafter defined); (c) if the request is to sublet a portion of the Premises, to take back such portion of the Premises for the proposed term of such sublease and to abate the Monthly Fixed Rent and Additional Rent accordingly; or (d) if the request is to assign this Lease or sublet all of the Premises, to take back the Premises for the proposed term of such assignment or sublease and to abate the Monthly Fixed Rent and Additional Rent accordingly; in each case under clauses (c) and (d) above, effective as of the date set forth in Tenant's Sublease Notice for commencement of the sublease term or for the assignment. The term "Competitor," as used herein shall mean any person or entity engaged in the manufacture or sale of instruments for DNA sequencing or amplification, including, without limitation, the following businesses and any affiliates, subsidiaries, parents or successors thereto: PE Corp., Applera Corporation, PE Biosystems, Inc., Applied Biosystems, Inc., Celera Genomics, Inc., Celera Genomics Group, F. Hoffmann-LaRoche Ltd., Hoffmann-LaRoche, Inc., Roche Diagnostics Corporation, Roche Molecular Systems, Inc., Amersham Pharmacia Biotech, Ltd., Molecular Dynamics, Inc., Perkin Elmer Corporation, Strategene, Hybade Ltd., Ericomp, Techne Corporation, MWG Biotech

AG, Whatman Biometra, Labreco, Inc., Bio-Rad Laboratories, Inc., and Cepheid. In the event Landlord shall exercise either option (c) or (d) above, Tenant shall sublease the Demised Premises, or relevant portion thereof or assign this Lease to Tenant upon the terms and conditions set forth in said Tenant's Sublease Notice. In the event Landlord shall exercise such option under clauses (c) and (d), Tenant shall surrender possession of the entire Premises, or the portion which is the subject of the option, as the case may be, on the date set forth in such notice in accordance with the provisions of this Lease relating to surrender of the Premises at the expiration of the Term. If the foregoing abatement of Monthly Fixed Rent relates only to a portion of the Premises or to a portion of the Term, the abatement shall relate to the particular space and period of time in question taking into account the rent paid per square foot for such space.

14.3 Conditions. Any subletting or assignment pursuant to this Article shall be subject to and conditioned upon the following:

(a) at the time of any proposed subletting or assignment, Tenant shall not be in default under any of the terms, covenants, or conditions of this Lease beyond applicable grace periods;

(b) the sublessee or assignee shall conduct its business in accordance with the Permitted Use;

(c) prior to occupancy, Tenant and its assignee or sublessee shall execute, acknowledge and deliver to Landlord a fully executed counterpart of a written assignment of lease or a written sublease, as the case may be, by the terms of which:

(1) in case of an assignment of this Lease in its entirety, Tenant shall assign to such assignee Tenant's entire interest in this Lease, together with all prepaid rents hereunder, and the assignee shall accept said assignment and assume and agree to perform directly for the benefit of Landlord, all of the terms, covenants and conditions of this Lease on Tenant's part to be performed; or

(2) in case of a subletting, the sublessee thereunder shall agree to be bound by and to perform all of the terms, covenants and conditions of this Lease on the Tenant's part to be performed during the term of the sublease to the extent of the premises sublet, except the payments of rents, charges and other sums reserved hereunder, which Tenant shall continue to be obligated to pay and shall pay to Landlord;

(d) Tenant shall pay to Landlord monthly fifty percent (50%) of the excess of the rents and other charges received by Tenant pursuant to the

assignment or sublease over the rents and other charges reserved to Landlord under this Lease attributable to the space assigned or sublet, less the reasonable costs and expenses of subleasing and less the unamortized cost of Tenant's leasehold improvements (but not trade fixtures or equipment) paid for by Tenant, which cost shall be amortized over a ten year basis commencing on the Term Commencement Date;

(e) Tenant and any guarantor of Tenant's obligations hereunder (hereinafter "Guarantor") shall acknowledge that, notwithstanding such assignment or sublease and consent of Landlord thereto, Tenant and Guarantor shall not be released or discharged from any liability whatsoever under this Lease and will continue to be liable with the same force and effect as though no assignment or sublease had been made; and

(f) Tenant shall pay Landlord's reasonable costs including but not limited to attorney's fees and Landlord's administrative and overhead costs, incurred in connection with each such assignment or subletting.

14.4 No Waiver. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent of Landlord to any further assignment or subletting for the use of all or any part of the Premises, nor shall the collection of rent by Landlord from any assignee, sublessee or other occupant after default by Tenant be deemed a waiver of this covenant or the acceptance of such assignee, sublessee or occupant as tenant or a release of Tenant from the further performance by Tenant of the obligations in this Lease on Tenant's part to be performed.

15. MISCELLANEOUS COVENANTS

15.1 Rules and Regulations. Tenant and Tenant's servants, employees, agents, visitors and licensees will faithfully observe such Rules and Regulations as are attached hereto as Exhibit C and made a part hereof or as Landlord hereafter at any time or from time to time may make and may communicate in writing to Tenant and which in the reasonable judgment of Landlord shall be necessary for the reputation, safety, care or appearance of the Property, or the preservation of good order therein, or the operation or maintenance of the Property, or the equipment thereof, or the comfort of tenants or others in the Building, provided, however, that in the case of any conflict between the provisions of this Lease and any such Rules and Regulations, the provisions of this Lease shall control, and provided further that nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce such Rules and Regulations or the terms, covenants or conditions in any other lease as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors, invitees or licensees.

15.2 Access to Premises. Tenant shall: (i) permit Landlord to erect, use and maintain pipes, ducts and conduits in and through the Demised Premises, provided the same do not materially reduce the floor area or materially adversely affect the use or appearance thereof; (ii) permit the Landlord and any Mortgagee to have free and unrestricted access to and to enter upon the Demised Premises at all reasonable hours (upon 24 hours prior notice except in case of emergency) for the purposes of inspection or of making repairs, replacements or improvements in or to the Demised Premises or the Building or equipment (including, without limitation, sanitary, electrical, heating, air conditioning or other systems) or of complying with all laws, orders and requirements of governmental or other authority or of exercising any right reserved to Landlord by this Lease (including the right during the progress of any such repairs, replacements or improvements or while performing work and furnishing materials in connection with compliance with any such laws, orders or requirements to take upon or through, or to keep and store within, the Demised Premises all necessary materials, tools and equipment); and (iii) permit Landlord, at reasonable times and upon 24 hours prior notice, to show the Demised Premises during ordinary business hours to any Mortgagee, prospective purchaser of any interest of Landlord in the Property, prospective Mortgagee, or prospective assignee of any Mortgage, and during the period of twelve months next preceding the Termination Date to any person contemplating the leasing of the Demised Premises or any part thereof. If Tenant shall not be personally present to open and permit any entry into the Demised Premises at any time when for any reason an entry therein shall be necessary or permissible pursuant to the terms of this Lease or by law, Landlord or Landlord's agents must nevertheless be able to gain such entry by contacting a responsible representative of Tenant, whose name, address and telephone number shall be furnished by Tenant. Provided that Landlord shall not be obligated to employ labor at so-called "over-time" or other premium pay rates, Landlord shall exercise its rights of access to the Demised Premises permitted under any of the terms and provisions of this Lease in such manner as to minimize to the extent practicable interference with Tenant's use and occupation of the Demised Premises. Notwithstanding the foregoing, any entry (other than in case of emergency) by Landlord, any Mortgagee or any of their agents or representatives shall be subject to Tenant's reasonable health, safety and security requirements, including but not limited to the requirement that a representative of Tenant accompany such parties when in certain parts of the Demised Premises.

15.3 Accidents to Sanitary and other Systems. Tenant shall give to Landlord prompt notice of any fire or accident in the Demised Premises or in the Building and of any damage to, or defective condition in, any part or appurtenance of the Building's sanitary, electrical, heating and air conditioning or other systems located in, or passing through, the Demised Premises.

15.4 Signs, Blinds and Drapes. Tenant shall not place any signs on the exterior of the Building or on or in any window, public corridor or door visible from the exterior of the Demised Premises. No drapes or blinds may be put on or in any exterior window.

15.5 Estoppel Certificate. Tenant shall at any time and from time to time upon not less than ten business (10) days' prior notice by Landlord, Prime Landlord or by a Mortgagee to Tenant, execute, acknowledge and deliver to the party making such request a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which Rent has been paid in advance, if any, and stating whether or not to the actual knowledge and belief of the signer of such certificate Landlord is in default in performance of any covenant, agreement, term, provisions or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of any interest in the Property, any Mortgagee or prospective Mortgagee, any lessee or prospective lessee thereof, any prospective assignee of any Mortgage, or any other party designated by Landlord. The form of any such estoppel certificate requested by a Mortgagee shall be reasonably satisfactory to such Mortgagee.

15.6 Requirements of Law — Fines and Penalties. Tenant at its sole expense shall comply with all laws, rules, orders and regulations of Federal, State, County and Municipal Authorities and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to and arising out of Tenant's use or occupancy of the Demised Premises. If Tenant receives notice of any violation of law, ordinance, order or regulation applicable to the Demised Premises, it shall give prompt notice thereof to Landlord. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the Demised Premises, including without limitation all such requirements applicable to removing barriers, furnishing auxiliary aids and ensuring that, whenever alterations are made, the affected portions of the Demised Premises are readily accessible to and usable by individuals with disabilities. Notwithstanding anything in the foregoing to the contrary, if the requirement of additional work in the Demised Premises is caused by governmental action solely as result of work being done by Landlord in parts of the Building other than the Demised Premises or as a result of the general use or occupancy of the building itself, then Landlord shall be responsible for the cost of such ADA work. Conversely, if additional ADA work in the Building is caused by governmental action solely as a result of work in the Demised Premises by Tenant or as a result of Tenant's particular use of the Premises, then Tenant shall be responsible for the cost of such ADA work.

15.7 Tenant's Acts — Effect on Insurance. Tenant shall not do or permit to be done any act or thing upon the Demised Premises or elsewhere in the Building which will invalidate or be in conflict with any insurance policies covering the Building and the fixtures and property therein and shall not do, or permit to be done, any act or thing upon the Demised Premises which shall subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being conducted on the Demised Premises or for any other reason. Subject to the terms of this Lease and except as otherwise specifically set forth to the contrary herein, Tenant at its own expense shall comply with all applicable provisions of the California Health and Safety Code and all regulations promulgated thereunder and with all rules, orders, regulations or requirements of the underwriter(s) of the fire and other hazard insurance for the Property and the Demised Premises and shall not do, or permit anything to be done, in or upon the Demised Premises, or bring or keep anything therein, that is not permitted by the City of South San Francisco Fire Department, or other authority having jurisdiction, and then only in such quantity and manner of storage as will not increase the rate for any insurance applicable to the Building. If by reason of failure of Tenant to comply with the provisions hereof the insurance rate applicable to any policy of insurance shall at any time thereafter be higher than it otherwise would be, then Tenant shall reimburse Landlord for that part of any insurance premiums thereafter paid by Landlord, which shall have been charged because of such failure by Tenant.

15.8 Miscellaneous. Tenant shall not suffer or permit the Demised Premises or any fixtures, equipment or utilities therein or serving the same, to be overloaded, damaged or defaced.

16. DAMAGE BY FIRE, ETC.

In the event of loss of, or damage to, the Demised Premises or the Building by fire or other casualty, the rights and obligations of the parties hereto shall be as follows:

(a) If the Demised Premises, or any part thereof, shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord, and Landlord, upon receiving such notice and the insurance proceeds for such casualty, shall proceed in a commercially reasonable manner, subject to unavoidable delays, to repair, or cause to be repaired, such damage to the extent hereinafter provided. If the Demised Premises or any part thereof shall be rendered untenantable by reason of such damage, whether to the Demised Premises or to the Building, Yearly Fixed Rent shall proportionately abate for the period from the date of such damage to the date when such damage shall have been repaired by Landlord.

(b) If, as a result of fire or other casualty, the whole or a substantial portion of the Building is rendered untenantable and the nature and extent of the damage is such that in Landlord's opinion, taking into account a reasonable time for adjusting loss and obtaining plans and permits for restoration, the Demised Premises cannot be made tenantable within 180 days after such event, Landlord, within ninety (90) days from the date of such fire or casualty, may terminate this Lease by notice to Tenant, specifying a date not less than thirty (30) nor more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. If Landlord does not so elect to terminate this Lease, then Landlord shall (to the extent that proceeds of insurance required to be carried by Landlord, net of any portion thereof retained by a Mortgagee, are made available for such purpose) proceed with diligence to repair the damage to the Demised Premises and all facilities serving the same, if any, which shall have occurred, and the Yearly Fixed Rent shall meanwhile proportionately abate, all as provided in Paragraph (a) of this Section. However, if such damage is not repaired and the Demised Premises restored to substantially the same condition as they were prior to such damage within one (1) year from the date of such damage, Tenant within thirty (30) days from the expiration of such one (1) year period or from the expiration of any extension thereof by reason of unavoidable delays as hereinafter provided, may terminate this Lease by notice to Landlord, specifying a date not more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. The period within which the required repairs may be accomplished shall be extended by the number of days, lost as a result of unavoidable delays, which term shall be defined to include all delays referred to in Article 24.

(c) If the Demised Premises shall be rendered untenantable by fire or other casualty during the last year of the Term of this Lease, Landlord may terminate this Lease effective as of the date of such fire or other casualty upon notice to Tenant given within ninety (90) days after such fire or other casualty. Notwithstanding the foregoing to the contrary, in the event Landlord exercises the foregoing termination right, if Tenant has available to it the option to extend and validly exercises said option, Tenant may defeat said termination notice by the valid exercise of said option term so as to add an additional five years on to the Term of this Lease.

(d) Landlord shall not be required to repair or replace any of Tenant's leasehold improvements, fixtures, business machinery, equipment, cabinet work, furniture, personal property or other installations (all of which shall, however, be restored by Tenant within a reasonable time after Landlord shall have completed any repair or restoration required under the terms of this Article), and no damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising

from any repair or restoration of any portion of the Demised Premises or of the Building.

(e) The provisions of this Article shall be considered an express agreement governing any instance of damage or destruction of the Building or the Demised Premises by fire or other casualty, and any law now or hereafter in force providing for such a contingency in the absence of express agreement shall have no application.

(f) In the event of any termination of this Lease pursuant to this Article, the Term of this Lease shall expire as of the effective termination date as fully and completely as if such date were the date originally fixed herein for the end of the Term of this Lease. Tenant shall have access to the Demised Premises for a period of fifteen (15) days after the date of termination in order to remove Tenant’s personal property.

(g) Landlord’s Architect’s certificate, given in good faith, shall be deemed conclusive of the statements therein contained and binding upon Tenant with respect to the performance and completion of any repair or restoration work undertaken by Landlord pursuant to this Article or Article 18.

17. WAIVER OF SUBROGATION

In any case in which Tenant shall be obligated under any provision of this Lease to pay to Landlord or Prime Landlord any loss, cost, damage, liability, or expense suffered or incurred by Landlord or Prime Landlord, Landlord shall allow to Tenant as an offset against the amount thereof (i) the net proceeds of any insurance collected by Landlord for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate the policy or policies under which such proceeds were payable and (ii) if such loss, cost, damage, liability or expense shall have been caused by a peril against which Landlord has agreed to procure insurance coverage under the terms of this Lease, the amount of such insurance coverage, if not actually procured by Landlord.

In any case in which Landlord or Prime Landlord shall be obligated under any provision of this Lease to pay to Tenant any loss, cost, damage, liability or expense suffered or incurred by Tenant, Tenant shall allow to Landlord as an offset against the amount thereof (i) the net proceeds of any insurance collected by Tenant for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate the policy or policies under which such proceeds were payable and (ii) if such loss, cost, damage, liability or expense shall have been caused by a peril against which Tenant has agreed to procure insurance

coverage under the terms of this Lease, the amount of such insurance coverage, if not actually procured by Tenant.

The parties hereto shall each endeavor to procure an appropriate clause in, or endorsement on, any fire or extended coverage insurance policy covering the Demised Premises and the Building and personal property, fixtures and equipment located thereon or therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery, and having obtained such clauses and/or endorsements of waiver of subrogation or consent to a waiver of right of recovery each party hereby agrees that it will not make any claim against or seek to recover from the other for any loss or damage to its property or the property of others resulting from fire or other perils covered by such fire and extended coverage insurance; provided, however, that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses and/or endorsements or clauses and/or endorsements consenting to a waiver of right of recovery and shall be co-extensive therewith. If either party may obtain such clause or endorsement only upon payment of an additional premium, such party shall promptly so advise the other party and shall be under no obligation to obtain such clause or endorsement unless such other party pays the premium.

18. CONDEMNATION - EMINENT DOMAIN

In the event that the whole or more than 40% of the Building shall be taken or appropriated by eminent domain or shall be condemned for any public or quasi-public use, or (by virtue of any such taking, appropriation or condemnation) shall suffer any damage (direct, indirect or consequential) for which Landlord or Tenant shall be entitled to compensation then (and in any such event) this Lease and the Term hereof may be terminated at the election of Landlord by a notice in writing of its election so to terminate which shall be given by Landlord to Tenant within sixty (60) days following the date on which Landlord shall have received notice of such taking, appropriation or condemnation. In the event that more than fifty percent (50%) of the floor area of the Demised Premises or a substantial part of the means of access thereto within the perimeter of the Property so as to substantially interfere with the use of the Demised Premises shall be so taken, appropriated or condemned, then (and in any such event) this Lease and the Term hereof may be terminated at the election of Tenant by a notice in writing of its election so to terminate which shall be given by Tenant to Landlord within sixty (60) days following the date on which Tenant shall have received notice of such taking, appropriation or condemnation. Tenant hereby waives the benefits of California Code of Civil Procedure Section 12165.130.

Upon the giving of any such notice of termination (either by Landlord or Tenant) this Lease and the Term hereof shall terminate on or retroactively as of the

date on which Tenant shall be required to vacate any part of the Demised Premises or shall be deprived of a substantial part of the means of access thereto, provided, however, that Landlord may in Landlord's notice elect to terminate this Lease and the Term hereof retroactively as of the date on which such taking, appropriation or condemnation became legally effective. In the event of any such termination, this Lease and the Term hereof shall expire as of the effective termination date as fully and completely as if such date were the date originally fixed herein for the end of the Term of this Lease. If neither party (having the right so to do) elects to terminate Landlord will, with reasonable diligence and at Landlord's expense, restore the remainder of the Demised Premises, or the remainder of the means of access thereto, as nearly as practicably may be to the same condition as obtained prior to such taking, appropriation or condemnation in which event (i) a just proportion of the Yearly Fixed Rent, according to the nature and extent of the taking, appropriation or condemnation and the resulting permanent injury to the Demised Premises and the means of access thereto, shall be permanently abated, and (ii) a just proportion of the remainder of the Yearly Fixed Rent, according to the nature and extent of the taking, appropriation or condemnation and the resultant injury sustained by the Demised Premises and the means of access thereto, shall be abated until what remains of the Demised Premises and the means of access thereto shall have been restored as fully as may be possible for permanent use and occupation by Tenant hereunder. Except for any award specifically reimbursing Tenant for moving or relocation expenses and Tenant's moveable personal property (but not leasehold improvements), there are expressly reserved to Landlord all rights to compensation and damages created, accrued or accruing by reason of any such taking, appropriation or condemnation, in implementation and in confirmation of which Tenant does hereby acknowledge that Landlord shall be entitled to receive and retain all such compensation and damages, grants to Landlord all and whatever rights (if any) Tenant may have to such compensation and damages, and agrees to execute and deliver all and whatever further instruments of assignment as Landlord may from time to time request. In the event of any taking of the Demised Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby, and (ii) Tenant shall be entitled to receive for itself any award made for such use, provided, that if any taking is for a period extending beyond the Term of this Lease, such award shall be apportioned between Landlord and Tenant as of the Termination Date.

19. DEFAULT

19.1 Events of Default. Occurrence of any of the following events shall constitute an Event of Default under this Lease: (a) Tenant shall neglect or fail to perform or observe any of the Tenant's covenants herein, including (without limitation) the covenants with regard to the payment when due of Rent, which default continues, in the case of payment of Rent, for five (5) days after notice of default or, in the case of defaults other then payment of Rent, for thirty (30) days

after such notice of default (provided that if more time, but not more than 30 additional days) is required lo complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) day period and thereafter diligently pursues its completion); or (b) Tenant shall default in payment of Rent under Subparagraph (a) above more than two (2) times in any consecutive twelve (12) month period, in which case no prior notice shall be required; or (c) Tenant shall be involved in financial difficulties as evidenced by an admission in writing by Tenant of Tenant's inability to pay its debts generally as they become due, or by the making or offering to make a composition of its debts with its creditors; or (d) Tenant shall make an assignment or trust mortgage, or other conveyance or transfer of like nature, of all or a substantial part of its property for the benefit of its creditors; or (e) the leasehold hereby created shall be taken on execution or by other process of law and shall not be revested in Tenant within sixty (60) days thereafter; or (f) a receiver, sequester, trustee or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or a substantial part of Tenant's property and such appointment shall not be vacated within sixty (60) days; or (g) any proceeding shall be instituted by or against Tenant pursuant to any of the provisions of any Act of Congress or State law relating to bankruptcy, reorganization, arrangements, compositions or other relief from creditors, and, in the case of any such proceeding instituted against it, if Tenant shall fail to have such proceeding dismissed within thirty (30) days or if Tenant is adjudged bankrupt or insolvent as a result of any such proceeding; or (h) any event shall occur or any contingency shall arise whereby this Lease, or the term and estate thereby created, would (by operation of law or otherwise) devolve upon or pass to any person, firm or corporation other than Tenant, except as expressly permitted under Article 14 hereof.

19.2 Remedies Available upon Default. Upon the occurrence of an Event of Default, Landlord shall have the following remedies to the extent available under applicable law, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to relet the Premises, reletting of the Premises for Tenant's account, storage of Tenant's personal property and trade fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Section, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenants right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil

Code Section 1951.2 and any other applicable existing or future Law providing for recovery of damages for such breach, including the worth at the time of award of the amount by which the rent which would be payable by Tenant here under for the remainder of the Term after the date of the award of damages, including Additional Rent as reasonably estimated by Landlord, exceeds the amount of such rental loss as Tenant proves could have been reasonably avoided, discounted at the discount rate published by the Federal Reserve Bank of San Francisco for member banks at the time of the award plus one percent (1%).

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

(c) Landlord may immediately, or at any time thereafter, without notice, cure said Event of Default for the account of Tenant. If Landlord at any time is compelled to pay of elects to pay any sum of money, or do any act which will require the payment of any sum of money, by reason of the failure of Tenant to comply with any provision hereof, or if Landlord is compelled to or does incur any expense, including without limitation reasonable attorneys' fees, in instituting, prosecuting and/or defending any action or proceeding arising by reason of any default of Tenant hereunder, Tenant shall on demand pay to Landlord by way of reimbursement the sum or sums so paid by Landlord with all interest, costs and damages together with interest at the Interest Rate for the period such sums remain outstanding.

(d) Landlord may remove all of Tenant's property from the Premises, and such property may be stored by Landlord in a public warehouse or elsewhere at the sole cost and for the account of Tenant. If Landlord does not elect to store any or all of Tenant's property left in the Premises, Landlord may consider such property to be abandoned by Tenant, and Landlord may thereupon dispose of such property in the manner and as prescribed by California Civil Code Section 1980 et seq. Any proceeds realized by Landlord on the disposal of any such property may be applied to offset all expenses of storage and sale and as permitted under California Civil Code Section 1980 et seq.

(e) The damages recoverable by Landlord pursuant to this Section shall in all events include reimbursement of any concessions made by Landlord in connection with the leasing of the Demised Premises to Tenant, including without limitation (a) abated Rent, (b) allowances or improvements in excess of any Building standard work, (c) sums paid to any former landlord

of Tenant under a so-called “take-over”, lease assumption or similar agreement and (d) signing bonuses and other incentive payments. Any allowances, abated rent, signing bonuses, incentive payments or takeover payments shall be deemed commercially reasonable if recommended to Landlord by a reputable commercial real estate broker as being appropriate and necessary for the leasing of said Premises to a creditworthy tenant.

19.3 Grace Period. Notwithstanding anything to the contrary in this Article contained, Landlord agrees not to take any action to terminate this Lease (a) for default by Tenant in the payment when due of Rent, if Tenant shall cure such default within five (5) days after written notice thereof given by Landlord to Tenant, unless there has been two (2) or more defaults in any 12-month period as set forth in Section 19.1(b), or (b) for default by Tenant in the performance of any other covenant, if Tenant shall cure such default within a period of thirty (30) days after written notice thereof given by Landlord to Tenant (except where the nature of the default is such that remedial action should appropriately take place sooner, as indicated in such written notice), or with respect to covenants other than to pay a sum of money within such additional period as may reasonably be required to cure such default if (because of governmental restrictions or any other cause beyond the reasonable control of Tenant) the default is of such a nature that it cannot be cured within such thirty (30)-day period, provided, however, (1) that there shall be no extension of time beyond such thirty (30)-day period for the curing of any such default unless, not more than ten (10) days after the receipt of the notice of default, Tenant in writing (i) shall specify the cause on account of which the default cannot be cured during such period and shall advise Landlord of its intention duly to institute all steps necessary to cure the default and (ii) shall as soon as may be reasonable duly institute and thereafter diligently prosecute to completion all steps necessary to cure such default and, (2) that no notice of the opportunity to cure a default need be given, and no grace period whatsoever shall be allowed to Tenant, if the default is incurable or if the subject of the breach which gave rise to the default had, by reason of regular repetitive breaches on prior occasions (i.e., showing a pattern of intentional conduct or indifferent regard to performance of the Lease), been the subject of prior notices hereunder to cure such defaults.

20. END OF TERM — ABANDONED PROPERTY

Upon the expiration or other termination of the Term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Demised Premises and all alterations and additions thereto which Tenant is not entitled or required to remove under the provisions of this Lease, broom clean in good order, repair and condition excepting only reasonable use and wear and damage by fire or other casualty for which, under other provisions of this Lease, Tenant has no responsibility of repair or restoration. Tenant’s obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease. If the last day of the

Term of this Lease or any renewal thereof falls on a day other than a Business Day, this Lease shall expire on the Business Day immediately following. Tenant shall pay two (2) times the amount of Rent applicable to each month (or fraction thereof) during which Tenant remains in possession of any part of the Demised Premises in violation of the foregoing covenants, without prejudice to eviction and any other remedy available to Landlord on account thereof.

Any personal property in which Tenant has an interest which shall remain in the Building or on the Demised Premises after the expiration or termination of the Term of this Lease shall to the extent in accordance with California Civil Code Section 1980 et seq., be conclusively deemed to have been abandoned, and may be disposed of in such manner as Landlord may see fit; provided, however, notwithstanding the foregoing, that Tenant will, upon request of Landlord made not later than ten (10) days after the expiration or termination of the Term hereof, promptly remove from the Building any such personal property or, if any part thereof shall be sold, that Landlord may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of the sale, the cost of moving and storage, any arrears of Rent payable hereunder by Tenant to Landlord and any damages to which Landlord may be entitled under Article 19 hereof or pursuant to law, with the balance if any, to be paid to Tenant.

21. RIGHTS OF MORTGAGEES

21.1 Entry and Possession. Upon entry and taking possession of the Property by a Mortgagee, for the purpose of foreclosure or otherwise, such Mortgagee shall have all the rights of Landlord, and shall be liable to perform all the obligations of Landlord arising and accruing during the period of such possession by such Mortgagee.

21.2 Right to Cure. No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant’s obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord’s act or failure to act to first Mortgagees of record, if any, and to any other Mortgagees of whom Tenant has been given written notice, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant’s rights; and (ii) such Mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this paragraph shall be deemed to impose any obligation on any such Mortgagees to correct or cure any such condition.

“ Reasonable time” as used above means and includes a reasonable time to obtain possession of the land and Building if any such mortgagee elects to do so and

a reasonable time to correct or cure the condition if such condition is determined to exist.

21.3 Prepaid Rent. No Rent shall be paid more than thirty (30) days prior to the due dates thereof and, as to a first Mortgagee of record and any other Mortgagees of whom Tenant has been given written notice, payments made in violation of this provision shall (except to the extent that such Rent is actually received by such Mortgagee) be a nullity as against such Mortgagee and Tenant shall be liable for the amount of such payments to such Mortgagee.

21.4 Continuing Offer. The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a Mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee; every such Mortgagee is hereby constituted a party to this Lease as an obligee hereunder to the same extent as though its name was written hereon as such; and such Mortgagee shall be entitled to enforce such provisions in its own name.

21.5 Subordination. This lease shall be subordinate to all mortgages encumbering the Land and/or Building, but Tenant shall nevertheless have the benefit of the non-disturbance provisions hereinafter set forth, and Tenant agrees, at the request of Landlord or any Mortgagee, to execute and deliver promptly any certificate or other instrument which Landlord or such Mortgagee may reasonably request subordinating this Lease and all rights of Tenant hereunder to any Mortgage, and to all advances made under such Mortgage and/or agreeing to attorn to such Mortgagee in the event that it succeeds to Landlord's interest in the Property. Landlord shall use reasonable efforts to request that (i) the holder of each such Mortgage shall execute and deliver to Tenant said Lender's customary non-disturbance agreement to the effect that, in the event of any foreclosure of such Mortgage, such holder will not name Tenant as a party defendant to such foreclosure nor disturb its possession under the Lease. In addition if the Prime Lease shall be terminated due to foreclosure of the mortgage made by Prime Landlord in favor of its mortgagee or due to such mortgagee's acceptance of a deed in lieu of foreclosure, Tenant shall attorn to mortgagee as landlord hereunder and this lease shall continue in full force and effect for its remaining term as a direct lease between Tenant and such mortgagee without the necessity of any additional act or agreement; provided, however, if requested by such Mortgagee, Tenant shall execute and deliver a new lease with such mortgagee on the same terms and conditions as set forth herein except that the term of such new lease shall be equal to the then remaining term hereunder. Landlord represents and warrants that as of the date of this Lease, Bank of America is the sole mortgagee of the Land and Building. Landlord shall use reasonable efforts to obtain from Bank of America for

the benefit of Tenant a Subordination, Non-Disturbance and Attornment Agreement in a commercially reasonable standard form, which Tenant will also execute for the benefit of Bank of America, providing for the subordination of the Lease, the attornment of Tenant to Bank of America, and the non-disturbance of Tenant under this Lease and the other subleases of space within the Building as long Tenant is not in default hereunder or thereunder. Tenant will reimburse Landlord for all costs and expenses in connection with obtaining said agreement.

21.6 Limitations on Liability. Nothing contained in the foregoing Section 21.6 or in any such non-disturbance agreement or non-disturbance provision shall however, affect the prior rights of the holder of any Mortgage with respect to the proceeds of any award in condemnation or of any fire insurance policies affecting the Building, or impose upon any such holder any liability (i) for the erection or completion of the Building, or (ii) in the event of damage or destruction to the Building or the Demised Premises by fire or other casualty, for any repairs, replacements, rebuilding or restoration except such repairs, replacements, rebuilding or restoration as can reasonably be accomplished from the net proceeds of insurance actually received by, or made available to, such holder, or (iii) for any default by Landlord under the Lease occurring prior to any date upon which such holder shall become Tenant's landlord, or (iv) for any credits, offsets or claims against the Rent as a result of any acts or omissions of Landlord committed or omitted prior to such date, or (v) for return of any security deposit or other funds unless the same shall have been received by such holder, and any such agreement or provision may so state.

22. QUIET ENJOYMENT

Landlord covenants that if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Demised Premises from and against the claims of all persons claiming by, through or under Landlord subject, nevertheless, to the covenants, agreements, terms, provisions and conditions of this Lease and to all Mortgages to which this Lease is subject and subordinate.

Without incurring any liability to Tenant, Landlord may permit access to the Demised Premises and open the same, whether or not Tenant shall be present, upon any demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshall or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing Tenant's property or for any other lawful purpose (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Lease, or in or to the Demised

Premises), or upon demand of any representative of the fire, police, building, sanitation or other department of the city, county, state or federal governments.

23. ENTIRE AGREEMENT — WAIVER — SURRENDER

23.1 Entire Agreement. This Lease and the Exhibits made a part hereof contain the entire and only agreement between the parties relating to the lease of the Premises and any and all statements and representations, written and oral, including previous correspondence and agreements between the parties hereto, are merged herein. Tenant acknowledges that all representations and statements upon which it relied in executing this Lease are contained herein and that Tenant in no way relied upon any other statements or representations, written or oral. Any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Lease in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Nothing herein shall prevent the parties from agreeing to amend this Lease and the Exhibits made a part hereof as long as such amendment shall be in writing and shall be duly signed by both parties.

23.2 Waiver by Landlord. The failure of Landlord to seek redress for violation, or to insist upon the strict performance, of any covenant or condition of this Lease, or any of the Rules and Regulations promulgated hereunder, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of such Rules and Regulations against Tenant and/or any other tenant or subtenant in the Building shall not be deemed a waiver of any such Rules and Regulations. No provisions of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord’s right to recover the balance of such rent or pursue any other remedy in this Lease provided.

23.3 Surrender. No act or thing done by Landlord during the term hereby demised shall be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. No employee of Landlord or of Landlord’s agents shall have any power to accept the keys of the Demised Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord or of Landlord’s agents shall not

operate as a termination of the Lease or a surrender of the Demised Premises. In the event that Tenant at any time desires to have Landlord underlet the Demised Premises for Tenant's account, Landlord or Landlord's agents are authorized to receive the keys for such purposes without releasing Tenant from any of the obligations under this Lease, and Tenant hereby relieves Landlord of any liability for loss of or damage to any of Tenant's effects in connection with such underletting.

24. INABILITY TO PERFORM — EXCULPATORY CLAUSE

Except as otherwise expressly provided in this Lease, this Lease and the obligations of Tenant to pay Rent hereunder and perform all other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, replacements, additions, alterations, improvements or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from doing so by reason of any cause whatsoever beyond Landlord's reasonable control, including but not limited to governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of strikes, labor troubles, shortages of labor or materials or conditions of supply and demand which have been or are affected by war, hostilities or other similar or dissimilar emergency. In each such instance of inability of Landlord to perform, Landlord shall exercise reasonable diligence to eliminate the cause of such inability to perform.

Tenant shall neither assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's or Prime Landlord's interest in the Building of which the Demised Premises are a part and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that in no event shall Landlord (which term shall include, without limitation any of the officers, trustees, directors, partners, beneficiaries, joint venturers, managers, members, stockholders or other principals or representatives, disclosed or undisclosed, of Landlord or any managing agent) ever be personally liable for any such liability. This paragraph shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or to take any other action which shall not involve the personal liability of Landlord to respond in monetary damages from Landlord's assets other than the Landlord's interest in said real estate, as aforesaid. In no event shall Landlord ever be liable for consequential damages arising from a breach of this Lease.

25. BILLS AND NOTICES

Any notices required under this Lease shall be in writing and delivered by hand or mailed by registered or certified mail or by nationally recognized overnight delivery service (such as Federal Express) for next business day delivery to Landlord or Tenant at the addresses set forth in Article 1. Either party may at any time change the Address for such notices, consents, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed Address, provided such changed Address is within the United States. Notices shall be deemed delivered upon the earlier of receipt or refusal of receipt.

All bills and statements for reimbursement or other payments or charges due from Tenant to Landlord hereunder shall be due and payable in full fifteen (15) days, unless herein otherwise provided, after submission thereof by Landlord to Tenant. Tenant's failure to make timely payment of any amounts indicated by such bills and statements within applicable notice and grace periods, whether for work done by Landlord at Tenant's request, reimbursement provided for by this Lease or for any other sums properly owing by Tenant to Landlord, shall be treated as a default in the payment of Rent, in which event Landlord shall have all rights and remedies provided in this Lease for the nonpayment of Rent.

26. SUCCESSORS AND ASSIGNS

The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Article 14 hereof shall operate to vest any rights in any successor or assignee of Tenant and that the provisions of this Article shall not be construed as modifying the conditions of limitation contained in Article 19 hereof.

If in connection with or as a consequence of the sale, transfer or other disposition of the real estate (Land and/or Building, either or both, as the case may be) of which the Demised Premises are a part Landlord ceases to be the owner of the reversionary interest in the Demised Premises, Landlord shall be entirely freed and relieved from the performance and observance thereafter of all covenants and obligations hereunder accruing thereafter on the part of Landlord to be performed and observed, it being understood and agreed in such event (and it shall be deemed and construed as a covenant running with the land) that the person succeeding to Landlord's ownership of said reversionary interest shall thereupon and thereafter assume, and perform and observe, any and ail of such covenants and obligations of Landlord.

27. MISCELLANEOUS

27.1 Separability. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

27.2 Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions thereof.

27.3 Broker. Each party represents and warrants that it has not directly or indirectly dealt, with respect to the leasing of space in the Building, with any broker or had its attention called to the Demised Premises or other space to let in the Building, by any broker. Each party agrees to exonerate and save harmless and indemnify the other against any claims for a commission by any other broker, person or firm, with whom such party has dealt in connection with the execution and delivery of this Lease or out of negotiations between Landlord and Tenant with respect to the leasing of other space in the Building.

27.4 Governing Law. This Lease is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State of California.

27.5 Assignment of Lease and/or Rents. With reference to any assignment by Landlord or Prime Landlord of its interest in this Lease and/or the Rent payable hereunder, conditional in nature or otherwise, which assignment is made to or held by a bank, trust company, insurance company or other institutional lender holding a Mortgage on the Building, Landlord and Tenant agree:

(a) that the execution thereof by Landlord and acceptance thereof by such Mortgagee shall never be deemed an assumption by such Mortgagee of any of the obligations of the Landlord hereunder, unless such Mortgagee shall, by written notice sent to the Tenant, specifically otherwise elect; and

(b) that, except as aforesaid, such Mortgagee shall be treated as having assumed the Landlord’s obligations hereunder only upon foreclosure of such Mortgagee’s Mortgage and the taking of possession of the Demised Premises after having given notice of its intention to succeed to the interest of the Landlord under this Lease.

27.6 Memorandum of Lease. Neither party shall record this Lease; provided, however, that either party shall at the request of the other, execute and deliver a recordable memorandum of this Lease setting forth the parties to this

Lease, a description of the Demised Premises and the term of this Lease for recordation in the Official records of the County of San Mateo.

27.7 Sublease. Notwithstanding anything to the contrary herein, Landlord and Tenant acknowledge that this is a sublease and that Landlord derives its estate to the Demised Premises through the Prime Lease. Landlord represents and warrants that, as of the date hereof, Prime Landlord and Landlord are under common control. At such time as Landlord and Prime Landlord are no longer under common control, the responsibility for furnishing services, repairs, restoration and other similar functions of Landlord shall be performed by Prime Landlord, and Landlord shall be required to use reasonable efforts to enforce the provisions of the Prime Lease relating thereto, but without obligation to provide such services, repairs, restoration, and the like, and Prime Landlord, by its consent hereto, agrees that Tenant may enforce the provisions of the this Lease to provide such services directly against Prime Landlord. Landlord shall have the right, but not the obligation, to assign this Lease to Prime Landlord, and after such assignment this Lease shall no longer be a sublease, but rather a direct lease between Tenant and Prime Landlord. The effectiveness of this Lease is conditioned upon obtaining the consent of Prime Landlord to this Lease in the form attached hereto and made a part hereof as Exhibit E on or before December ___, 2001.

27.8 Holdover. If for any reason Tenant retains possession of the Premises or any part thereof after the termination of the Term or any extension thereof, such holding over shall constitute a tenancy from month to month, terminable by either party upon thirty (30) days prior written notice to the other party, and Tenant shall pay Landlord monthly rental during the month to month tenancy computed at 200% of the rent (including Yearly Fixed Rent and all additional rent) payable hereunder for the final month of the last year of the Term prior to such holding over. The month to month tenancy shall otherwise be on the same terms and conditions aa set forth in this Lease, as far as applicable.

27.9 Lease Amendments. Tenant acknowledges that amendments to this Lease may be required in connection with the financing of the Land or Building and Tenant hereby agrees that it will enter into any reasonable modifications requested by a mortgagee in connection with such financing, provided the same do not (a) increase the Monthly Fixed Rent or additional rents payable by Tenant or increase Tenant's financial obligations hereunder; (b) reduce or extend the Term hereof; (c) change the Permitted Use; or (d) otherwise materially impair Tenant's rights hereunder.

27.10 Sierra Point CCRs. This Lease shall be subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sierra Point recorded in the Official Records of San Mateo on October 23, 1998, as Document No. 98-172218, as amended by that certain First Amendment to Amended and Restated

Declaration of Covenants, Conditions and Restrictions for Sierra Point recorded in the Official Records of San Mateo on August 6, 1999, as Document No. 1999-134787 (as amended, the “CCRs”). Tenant shall comply with the CCRs.

27.11 Financial Statements. Tenant shall furnish Landlord with complete audited financial statements within one hundred twenty (120) days after the close of each fiscal year of Tenant prepared by a certified public accountant (but not necessarily certified statements) and shall, upon written request from Landlord, provide copies of Tenant’s quarterly unaudited financial statements within fifteen (15) days after Landlord’s request.

28. SECURITY DEPOSIT

28.1 Security Deposit. Tenant has deposited with Landlord the Security Deposit described in Article 1 hereof as security for the faithful performance and observance by Tenant of the terms, provisions, covenants and conditions of this Lease, and it is agreed that if an Event of Default by Tenant exists in respect of any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to, the payment of Rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Rent or any other sum as to which there exists an Event of Default by Tenant or for any sum which Landlord may expend or may he required to expend by reason of Tenant’s Event of Default in respect of any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to, any damages or deficiency accrued before or after summary proceedings or other re-entry by Landlord. Upon the expiration or earlier termination of this Lease, and providing there exists no default or Event of Default hereunder, any remaining balance of the Security Deposit (including, without limitation, any and all interest accrued thereon) shall be returned by Landlord to Tenant after the date fixed as the end of the Term and not later than thirty (30) days after delivery of entire possession of the Premises to Landlord as provided hereunder. In the event of a sale of the Land and Building or leasing of the Building, of which the Premises form a part, Landlord shall have the right to transfer the security to the vendee or lessee and Landlord shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look solely to the new Landlord for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. In the event Landlord applies pr retains any portion or all of the security deposited pursuant to the terms of this Section 28.1, Tenant shall forthwith restore the amount so applied or retained so that at all times the amount deposited shall be the full amount of the security deposit required at the relevant time.

Landlord shall not be responsible for the payment of any interest on the Security Deposit.

29. FURNITURE

The Premises includes nineteen (19) new modular offices and twenty nine (29) new workstations, which are the property of Landlord and must be returned to Landlord upon the termination of this Lease for any reason in good and first class condition, reasonable wear and tear and acts of God excepted.

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed under seal, all as of the day and year first above written.

MJ RESEARCH COMPANY, INC.		FLUIDIGM CORPORATION	
By	/s/ Illegible	By	/s/ Illegible
Its	President	Its	VP MFG
	title (duly-authorized)		title (duly-authorized)

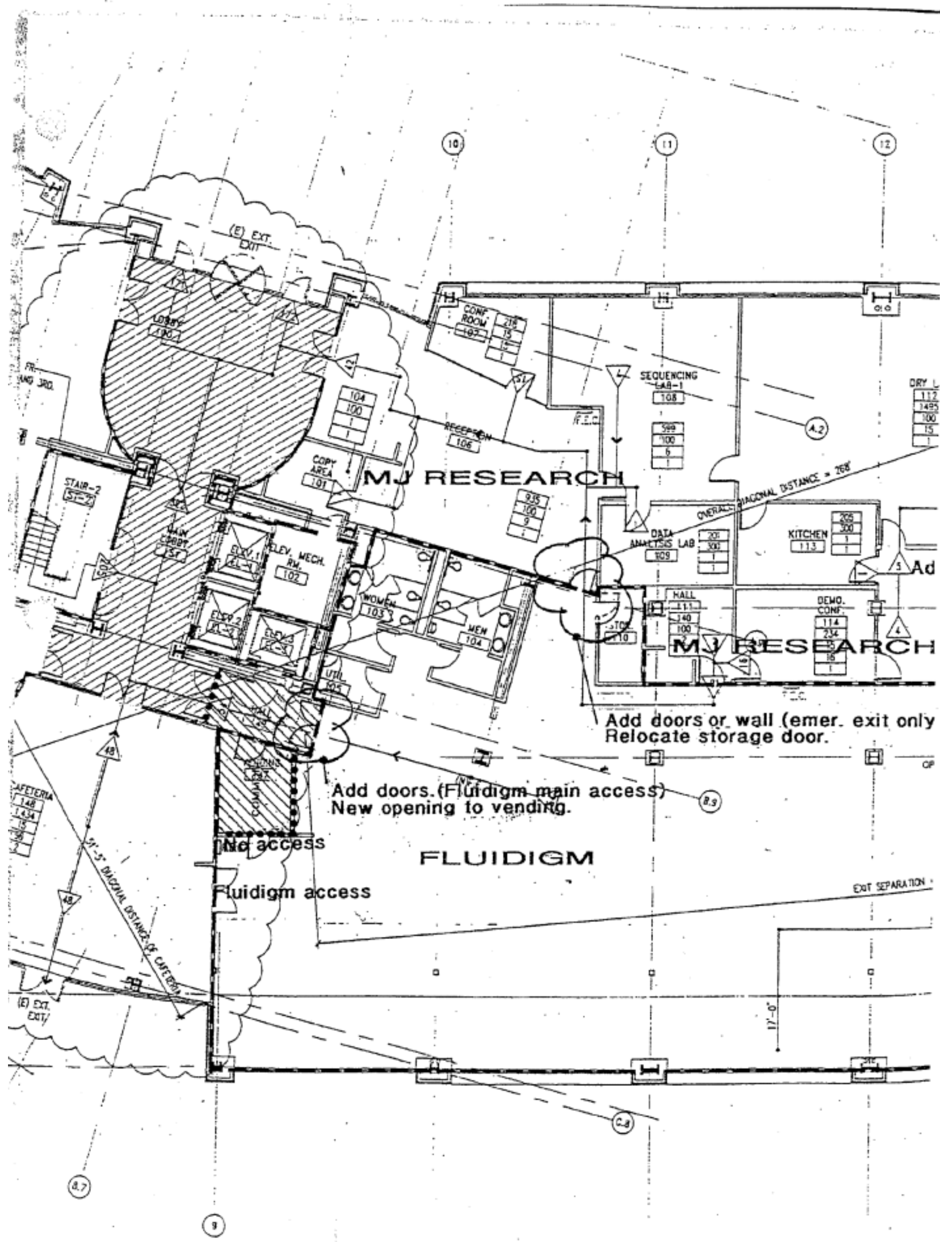
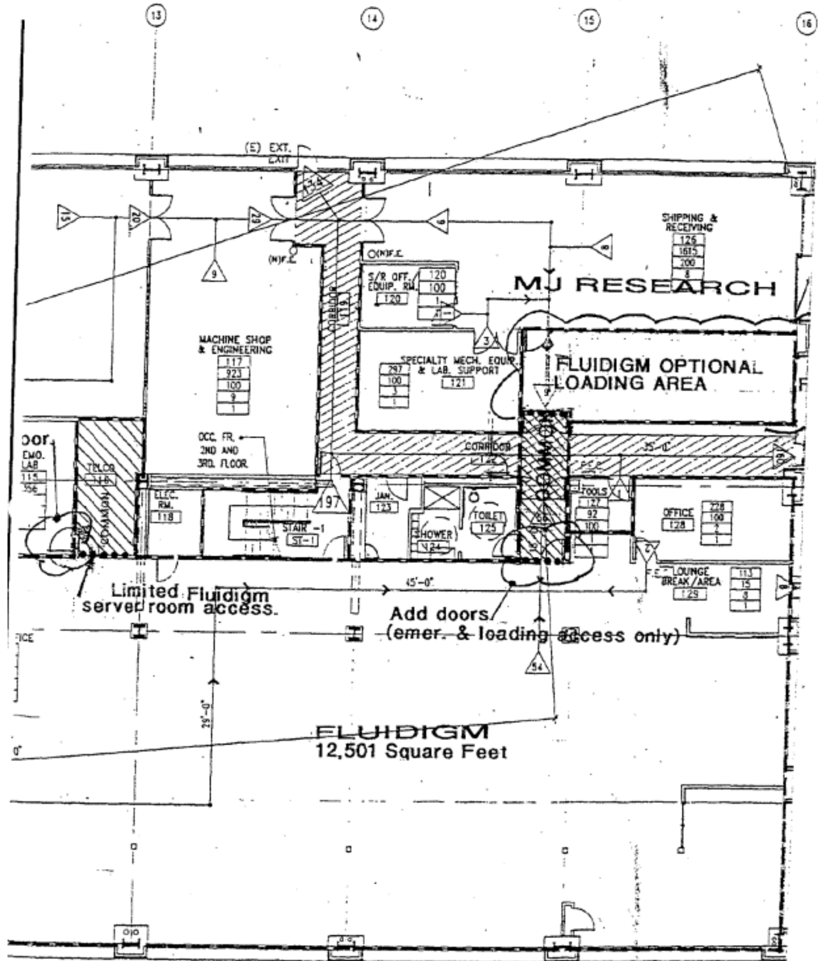

MJ RESEARCH
MJ RESEARCH
FLUIDIGM
Add doors or wall (emer. exit only
Relocate storage door.
Add doors.(Fluidigm main access)
New opening to vending.
No access
Fluidigm access

EXHIBIT A
PLAN OF DEMISED PREMISES



1st Floor Leasing Plan

EXHIBIT B

CLEANING SCHEDULE

I. Premises

Daily on Business Days:

a. Empty all waste receptacles and ash trays and remove waste materials from the Premises.

b. Sweep and dust mop all uncarpefced areas using a dust-treated mop.

c. Vacuum all rugs and carpeted areas.

d. Hand dust and wipe clean with treated cloths all horizontal cleared surfaces including desk tops, office equipment, window sills, door ledges, chair rails and counter tops, within normal reach.

e. Wash clean all water fountains.

f. Upon completion of cleaning, all lights will be turned off and doors locked, leaving the Premises in an orderly condition.

Quarterly

Render high dusting not reached in daily cleaning to include:

a. Dusting all pictures, frames, charts, graphs and similar wall hangings.

b. Dusting all vertical surfaces, such as walls, partitions, doors and ducts.

c. Dusting of all pipes, ducts and high moldings.

II. Lavatories

Daily on Business Days:

a. Sweep and damp mop floors.

b. Clean all mirrors, powder shelves, dispensers and receptacles, bright work, flushometers, pipes and toilet seats.

c. Wash both sides of all toilet seats.

d. Wash all basins, bowls and urinals.

e. Dust and clean all powder room fixtures.

f. Empty and clean paper towel and sanitary disposal receptacles.

g. Remove waste paper and refuse.

h. Refill tissue holders, soap dispensers, towel dispensers, vending sanitary dispensers; materials to be furnished by Landlord,

i. A sanitizing solution will be used in all lavatory cleaning.

Monthly:

a. Machine scrub lavatory floors.

b. Wash all partitions and tile walls in lavatories.

III. Main Lobby, Elevators, Building Exterior and Corridors

Daily on Business Days:

a. Sweep and wash or spray buff all marble floors.

b. Sweep all entrance mats.

c. Clean elevators, wash or vacuum floors, wipe down walls and doors.

d. Spot clean any metal work surrounding building entrance doors.

Monthly:

All resilient tile floors in public areas to be treated equivalent to spray buffing.

IV. Window Cleaning

The outside of exterior wall windows will be washed once every three months, weather permitting, and the inside of exterior wall windows will be washed every six months.

V. Tenants requiring services in excess of those described above shall request same through Landlord, at Tenant's expense.

EXHIBIT C
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises demised to any tenant or occupant.

2. No awnings or other projections shall be attached to the outside walls or windows of the Building without the prior consent of Landlord. No curtains, blinds, shades, or screens shall be attached or hung in, or used in connection with, any window or door of the premises demised to any tenant or occupant, without the prior consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens, or other fixtures must be of a quality type, design and color, and attached in a manner, approved by Landlord.

3. No sign, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the premises demised to any tenant or occupant or of the Building without the prior consent of Landlord. Interior signs on doors and directory tables, if any, shall be of a size, color and style approved by Landlord.

4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed, nor shall any bottles, parcels, or other articles be placed on any window sills.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules or other parts of the Building.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein.

7. No tenant or occupant shall mark, paint, drill into, or in any way deface any part of the Building or the premises demised to such tenant or occupant, except to the extent required for the mounting of pictures and other normal office fixtures. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of the Landlord, and as Landlord may direct. No tenant or occupant shall install any resilient tile or similar floor covering in the premises demised to such tenant or occupant except in a manner reasonably approved by Landlord.

8. No bicycles, vehicles or animals of any kind (other than, animals allowed under the Permitted Uses) shall be brought into or kept in or about the premises demised to any tenant. Bicycles may be stored in racks, if any, furnished for such purpose by Landlord in a common area of the Property. No cooking shall be done or permitted in the Building (other than microwave use and coffee machines) by any tenant without the approval of Landlord. No tenant shall cause or permit any unusual or objectionable odors to emanate from the Premises demised to such tenant.

9. Without the prior consent of Landlord, no space in the Building shall be used for manufacturing, or for the sale of merchandise, goods or property of any kind at auction.

10. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unmusical noise, whistling, signing, or in any other way. Nothing shall be thrown out of any doors or windows.

11. Each tenant must, upon the termination of its tenancy, restore to Landlord all keys of stores, storage areas, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant.

12. All removals from the Building, or the carrying in or out of the Building or the premises demised to any tenant, of any sales, freight, furniture, or bulky matter of any description must take place at such time and in such manner as Landlord or its agents may determine, from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of the Building Rules or the provisions of such tenant's lease.

13. No tenant shall use or occupy, or permit any portion of the premises demised to such tenant to be used or occupied, as an office for a public stenographer, messenger service or typist, or as a barber or manicure shop, or as an employment bureau. No tenant or occupant shall engage or pay any employees in the Building, except those actually working for such tenant or occupant in the Building, nor advertise for laborers giving an address at the Building.

14. No tenant or occupant shall purchase spring water, ice, food, beverage, lighting maintenance, cleaning towels or other like service, from any company or person not approved by Landlord, such approval not unreasonably to be withheld.

15. Landlord shall have the right to prohibit any advertising by any tenant or occupant which, in Landlord's opinion, tends to impair the reputation of the

Building or its desirability as a building for offices, and upon notice from Landlord, such tenant or occupant shall refrain from or discontinue such advertising.

16. Landlord reserves the right to exclude from the Building, between the hours of 6:00 p.m. and 8:00 a.m. on Business Days and otherwise at all hours, all persons who do not present adequate identification or a pass to the building signed by the Landlord. Landlord will furnish passes to persons for whom any tenant requests such passes. Each tenant shall be responsible for all persons for whom it requests such passes and shall be liable to Landlord for all wrongful acts of such persons.

17. Each tenant, before closing and leaving the premises demised to such tenant at any time, shall see that all entrance doors are locked and windows closed.

18. Each tenant shall, at its expense, provide artificial light in the premises demised to such tenant for Landlord's agency, contractors, and employees while performing janitorial or other cleaning services and making repairs or alterations in said premises.

19. No premises shall be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

20. There shall not be used in the Building, either by any tenant or occupant or by their agents or contractors, in the delivery or receipt of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Landlord may require.

21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant and occupant shall co-operate in seeking their prevention.

22. If the premises demised to any tenant become infested with vermin, such tenant, at its sole cost and expense, shall cause its premises to be exterminated from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord.

23. No premises shall be used, or permitted to be used, at any time, without the prior approval of Landlord, as a store for the sale or display of goods, wares or merchandise of any kind, or as a restaurant, shop, booth, bootblack or other stand, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public in the premises demised to such tenant, or for manufacturing or for other similar purpose.

24. No tenant shall move, or permit to be moved, into or out of the Building or the premises demised to such tenant, any heavy or bulky matter,

without the specific approval of Landlord. If any such matter requires special handling, only a person holding a Master Rigger's license shall be employed to perform such special handling. No tenant shall place, or permit to be placed, on any part of the floor or floors of the premises demised to such tenant, a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of safes and other heavy matter, which must be placed so as to distribute the weight.

25. The requirements of tenants will be attended to only upon application at the office of the Building. Building employees shall not be required to perform, and shall not be requested by any tenant or occupant to perform, any work outside of their regular duties, unless under specific instructions from the office of the managing agent of the Building.

EXHIBIT D

LIST OF ENVIRONMENTAL REPORTS GIVEN TO TENANT

1. ENVIRONMENTAL DUE DILLIGENCE REVIEW OF THE SIERRA POINT ASSOCIATES TWO PROPERTIES BRISBANE AND SOUTH SAN FRANCISCO, CALIFORNIA

Prepared for
Jon K. Wactor of Luce Forward, Hamilton and Scripps as attorney for potential purchaser Opus West Corporation, Plessanton, California

Prepared By
ENVIRON Corporation, Emeryville, California

Dated
February 4, 1998
Project No. 03-6248A

2. UPDATE OF ENVIRONMENTAL DUE DILLIGENCE REVIEW, PARCEL 10, SHORELINE COURT, SIERRA POINT, SOUTH SAN FRANCISCO, CALIFORNIA

Prepared For
MJ Sierra Point, LLC, South San Francisco, California

Prepared By
Harding Lawson Associates, Novato, California

Dated
December 14,1998
HLA Project No. 43142 001

3. FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND ENVIRONMENTAL RESTRICTIONS RELATING TO ENVIRONMENTAL COMPLIANCE FOR SIERRA POINT

Recorded By
Luce, Forward, Hamilton and Scripps, San Diego, California

Dated
August 5, 1999

4. SUPPLEMENTAL ENVIRONMENTAL DUE DILLIGENCE, PARCEL 10, SHORELINE COURT, SIERRA POINT, SOUTH SAN FRANCISCO, CALIFORNIA

Prepared by
Harding Lawson Associates, Novato, California

Dated
August 24, 1999

EXHIBIT E

FORM OF PRIME LANDLORD CONSENT

FORM OF
CONSENT OF
MASTER LANDLORD

Mountain Cove Tech Center LLC (“Master Landlord”), the lessor, under that certain Lease, dated as of November , 1999 (herein the “Master Lease”) with MJ Research, Incorporated., (“Landlord”) as lessee, affecting that certain 141,677 square foot premises commonly known as the Mountain Cove Tech Center, South San Francisco, California (“Master Lease Premises”), hereby consents to the above First Amendment to Lease, relating to that certain Lease, dated as of December 1, 2001, by and between Landlord, as lessor, and Fluidigm Corporation, a California corporation (“Tenant”), as lessee (as so amended, the “Lease”) subject to and in consideration of the covenants, representations and agreements set forth below in this Consent.

1. In consideration of such consent the Master Landlord, Landlord, and Tenant hereby agree and acknowledge that:

A. All capitalized terms not defined in this Consent shall have the meanings given to such terms in the First Amendment.

B. A true correct and complete copy of the Master Lease is attached as Exhibit F to the First Amendment;

C. As of the date hereof, the Master Lease is in full force and effect and, to the actual knowledge of Master Landlord there is no default (nor any circumstance which with the giving of notice or the passage of time would result in a default) by Landlord or Master Landlord under the Master Lease.

2. This Consent shall not be deemed to release the lessee under the Master Lease or be a consent to any other or future amendment of the Lease, nor a waiver of the restriction on assignment and subletting contained in the Master Lease.

3. So long as the Lease has not been terminated and notwithstanding anything to the contrary in the Master Lease or the Lease:

A. Master Landlord agrees to perform the obligations of Landlord under Sections 16(a) and 16(b) of the Lease.

B. (Intentionally Omitted)

C. The consent of Master Landlord for subleasing and assignment shall not be withheld if the consent of Landlord may not be withheld under Section 14 of the Lease.

D. The insurance required of Tenant under the Lease will satisfy any insurance requirement that may become applicable to Tenant as a consequence of the Master Lease.

E. Tenant shall not be liable for, have any duty to reimburse Master Landlord, Landlord, or any other party for, nor to perform any order, requirement, liability, claim, action, judgment, loss, cost or expense arising out of any hazardous substances located on or about the Premises (other than those hazardous substances placed on or about the Premises by Tenant or its agents, employees, contractors, invitees, successors or assigns.

4. The Lease is and remains subject and subordinate to the Master Lease and, except as herein provided, a termination of the Master Lease may, at the election of Landlord, result in a termination of the Lease. Notwithstanding the foregoing, if the Master Lease should terminate for any reason, other than because of a breach of Tenant's obligation under the Lease, a taking by eminent domain or subject to Section 16 of the Lease above, the election of Master Landlord not to restore the Building following a casualty, then this Lease shall become a direct lease between Landlord and Tenant on the terms and conditions of the Lease and this Consent (except that the Tenant shall look solely to the Landlord for return of the Security Deposit held by Landlord).

[SIGNATURES APPEAR ON NEXT PAGES]

IN WITNESS WHEREOF, Landlord has caused this instrument to be executed effective as of the day and year first above written.

MOUNTAIN COVE TECH CENTER LLC
a California limited liability company

By ______________________________
Name: ______________________________
Title: ______________________________

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord has caused this instrument to be executed effective as of the day and year first above written.

MJ RESEARCH, INCORPORATED,
a Massachusetts corporation

By ____________________________________
Name: __________________________________
Title: __________________________________

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

AGREED AND ACCEPTED:

FLUIDIGM CORPORATION;
a California corporation

By ____________________________
Name: ____________________________
Title: ____________________________

By ____________________________
Name: ____________________________
Title: ____________________________

<u>First Amendment to Sublease</u>

This First Amendment made as of this 25th day of March, 2004 between MJ Research, Incorporated ("Landlord") and Fluidigm Corporation ("Tenant").

RECITALS

Landlord and Tenant are parties to a certain Sublease dated December 1st, 2001 (the "Lease") with respect to space on the first floor at 7000 Shoreline Court, South San Francisco, California (the "Building"). The parties agree that the Lease was dated as of December 1, 2001. The parties wish to amend the Lease by (i) amending the rent and term, (ii) adding on April 1, 2004 an additional 6,323 rentable square feet to the first floor space, bringing the total of first floor space to 18,824 rentable square feet, and (iii) adding 10,720 rentable square feet on the second floor (the "Second Floor Space"). All of the existing space currently leased by Tenant and the new space to be added on the first and second floors are located on the east wing of the Building. This First Amendment to Sublease is sometimes hereinafter called the "Amendment".

In consideration of the mutual promises and covenants herein made, the parties hereby agree to amend the Lease as follows:

1. <u>First Floor Space</u>. Effective April 1, 2004, the additional space on the first floor comprising 6,323 rentable square feet shown as on the attached Exhibit A is added to the Premises, and the total first floor space leased by Tenant will be 18,824 rentable square feet. The new first floor space is leased in an as-is condition, provided that on or before April 1, 2004, Landlord will, at its expense, install up to two fume hood exhaust connections and ducting into the dry lab area in locations designated by Tenant. Additionally, Landlord and Tenant agree to share the cost of an air compressor and air dryer installation on or before June 1, 2004 pursuant to specifications mutually approved by Landlord and Tenant, which approval shall not be unreasonably withheld or delayed, to be located on the first floor (up to a total maximum cost of $20,000.00) (i.e., $10,000 each), the use of which compressor and dryer system shall be equally shared between Landlord and Tenant. The location of the exhaust connection, air compressor and air dryer system are set forth on Exhibit A attached hereto. Said air compressor and dryer system shall remain the property of the Landlord at the expiration of this Lease. Landlord hereby consents to Tenant making the installations set forth on Exhibit B-l at Tenant's sole cost and expense.

2. <u>Term</u>. The term of the Lease is extended so as to end on December 31, 2007.

3. Second Floor Space.

3.1 Effective on the Second Floor Term Commencement Date (as that term is hereinafter defined) the Premises shall also include the 10,720 rentable square feet on the second floor shown on Exhibit B-l attached hereto being the Second Floor Space. The Second Floor Space shall be built out ("Landlord's Work") on or before the Second Floor Term Commencement Date by Landlord in accordance with the outline specifications attached as Exhibit B-2 (the "Outline Specifications") and the architectural floor plan attached as Exhibit B-l and the "Final Second Floor Plans" as described below. Attached to this Amendment as Exhibit B-l is the preliminary architectural layout of the Second Floor (the "Second Floor Plans") approved by Landlord and Tenant. Landlord shall develop a final architectural floor plan (the "Final Second Floor Plans") for Tenant's review and approval, which approval shall not be unreasonably withheld or delayed and which shall be exercised in accordance with this Section 3.1. Said plan shall be consistent with and a logical extension of Exhibit B-l, the Outline Specifications and build-out of the East wing. Tenant may require modifications to Exhibit B-l with respect to open work areas and perimeter offices (but not lab locations) provided such modifications (a) as to perimeter offices, have walls aligned with window mullions, and (b) otherwise are consistent with the Outline Specifications. Finishes and colors shall be as selected by Landlord and shall be generally consistent with those in the East wing of the Building. Tenant shall within ten (10) days after presentation by Landlord of the proposed final architectural Second Floor Plan, respond with any comments or requested changes. Tenant shall also cooperate with Landlord in an informal review process and shall meet with Landlord or its architect from time to time as reasonably requested by Landlord. When the Second Floor Plans have been so approved by the Tenant as provided herein, they shall be deemed the Final Second Floor Plans and any clarifications or changes to the Final Second Floor Plans shall require the written approval of Landlord and Tenant, which approvals shall not be unreasonably withheld provided the same does not materially delay completion of Landlord's Work (or the requesting party bears the rental expense for such delay) or increase the cost thereof (or the party requesting the change pays the additional cost thereof) or interfere with the intended use of the Second Floor Space by Tenant. The completed working or construction drawings and plans shall be logical evolutions of the Final Second Floor Plans; however, Tenant agrees that its sole approval rights hereunder shall be with respect to the architectural floor plan, not complete working or construction drawings and plans.

3.2 Landlord agrees to use diligent efforts to substantially complete Landlord's Work on or before January 1, 2005, the Anticipated Second Floor Term Commencement Date, but except as hereinafter set forth, shall have no liability to Tenant if the actual Second Floor Term Commencement Date occurs later than January 1, 2005. If for reasons other than those beyond the control of Landlord, the Second Floor Space is not ready for occupancy by June 1, 2005, Tenant shall receive a credit against the Rent payable for the remainder of the Premises equal to one (1)

day of free rent for the Second Floor Space for each day of such delay in addition until the Second Floor space is deemed ready for occupancy as provided herein, provided, however, that the June 1, 2005 date shall be extended one day for each day that completion of the Second Floor Space is actually delayed because of (a) delays caused by change orders requested by Tenant after the Final Second Floor Plans have been approved by Tenant as hereinbefore provided, (b) the failure of Tenant to respond in a timely manner to the proposed Final Second Floor Plans as required above, or (c) other acts of omissions of Tenant which are not corrected by Tenant within 48 hours after notice to Tenant that the same is delaying the work. Landlord shall have access, as needed, to Tenant's space on the first floor for purposes of performing Landlord's work, provided such access shall not unreasonably interfere with the conduct of Tenant's business. Landlord shall use reasonable efforts to minimize disruption to Tenant in connection with said construction, but shall not be deemed in violation of the covenant of quiet enjoyment or other provision of the Lease by virtue of said construction activities, provided such construction does not unreasonably interfere with the conduct of Tenant's business.

3.3 The Second Floor Term Commencement Date shall occur on the date on which (a) Landlord's Work shall have been substantially completed in accordance with the Final Second Floor Plans as the same may be modified in accordance with Section 3.1 (with the exception of minor items (and adjustment of equipment and fixtures) which do not create and can be completed without material interference to Tenant's use of the Premises), all as certified by Landlord, (b) a temporary or final certificate of occupancy shall have been issued by the City of South San Francisco for the Second Floor Space permitting Tenant to occupy such space for the conduct of its business; and (c) all utilities are hooked up and all services to be provided by Landlord are available to the Second Floor Space. Notwithstanding the foregoing, the Second Floor Term Commencement Date shall be deemed to occur if all of the conditions to the Second Floor Commencement Date have been fulfilled, except that (i) Landlord has not been able to complete items of Landlord's Work as describe in subpart (a) of the preceding sentence, solely because of work or improvements performed by Tenant or to be performed by Tenant are not completed, and/or (ii) a Certificate of Occupancy cannot be obtained due solely because work or alterations performed by Tenant, or which should have been performed by Tenant, have not been completed or properly completed. If such substantial completion has occurred and the Second Floor Term Commencement Date is a date prior to January 1, 2005, Tenant may by written notice to Landlord, defer occupancy of the Second Floor Space and the Second Floor Term Commencement Date to January 1, 2005 or may elect to occupy the Second Floor Space, in which case rent shall commence upon such occupancy of the Second Floor Space for the conduct of its business.

3.4 If the Landlord is unable to give possession of the Second Floor Space on the originally stated Anticipated Second Floor Term Commencement Date to the extent of delays caused by, or chargeable to, Tenant or anyone employed by Tenant,

including without limitation, change orders requested by Tenant or any other actions or inactions by Tenant or anyone employed by Tenant in violation of this Lease, Tenant's failure to complete work or improvements to be performed by Tenant in the Premises which prevents or delays Landlord in performing or completing any construction or work to be performed by Landlord or its contractors, including without limitation Landlord's Work, Tenant shall pay to Landlord for each day of such delay actually delays the Second Floor Commencement Date beyond January 1, 2004, an amount equal to one day's Annual Fixed Rent, provided, however that such additional rent for change orders shall not exceed the maximum amount of delay set forth in any change order approved by Tenant. Any payments due Landlord under this clause shall be paid within five (5) days of the invoice from Landlord stating the charge.

3.5 Landlord shall complete all incomplete punch-list items and other defective or incomplete Landlord's Work with due diligence and will use good faith efforts to complete all such incomplete items as soon as reasonably practicable, but within sixty (60) days after the Second Floor Term Commencement Date. Tenant shall permit Landlord access to the Premises for purposes of performing such work, which work may, at Landlord's option, be completed during business hours on business days, provided such work does not unreasonably interfere with the conduct of Tenant's business.

4. Option to Extend.

4.1 Provided Tenant gives at least 270 days prior written notice of its election to extend, time being of the essence, Tenant is not in default under the Lease after any applicable notice and grace period, and Tenant has caused the final expiration date of the letter of credit referred to in Section 6 to be extended to March 31, 2011, Tenant is hereby granted the option to extend the Term for an additional three (3) years commencing January 1, 2008 at a fixed rent which is the greater of (a) 103.5% of the fixed rent rate in effect (without abatement) during December, 2007, and (b) ninety five percent (95%) of fair market rent for the Premises as of the commencement of the extension period. The fixed rent for said option term shall increase by three and one-half percent (3.5%) (compounded) on January 1, 2009 and on January 1, 2010.

4.2 If the parties are unable to agree upon a fair market rent prior to four (4) months before the commencement of the option term, the matter shall be referred to appraisal as set forth in the following sections.

4.3 Whenever the issue of fair market rent shall be referred to appraisal, such appraisal shall be by three disinterested appraisers, one to be appointed by the Landlord, one to be appointed by the Tenant and the third to be appointed by the two appraisers so named. Within thirty (30) days after the selection of the third appraiser, the three appraisals shall be added together and their total divided by

three; the resulting quotient shall be the fair market rent for the Premises. If, however, the low appraisal and/or the high appraisal are more than ten (10%) percent lower and/or higher than the middle appraisal, the low appraisal and/or high appraisal shall be disregarded, as applicable. If only one appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two; the resulting quotient shall be the fair market rent for the Premises. If both the low appraisal and the high appraisal are disregarded as stated in this paragraph, the middle appraisal shall be the fair market rent of the Premises. Each party shall pay the costs of the appraiser selected by such party, and the parties shall share equally the cost of the third appraiser. Each individual appraiser shall have at least ten years of experience in appraising fair market rents of comparable properties and shall hold one or more of the following designations: MAI of the American Institute of Real Estate Appraisers, SREA from the Society of Real Estate Appraisers or ASA from the American Society of Appraisers.

4.4 If the fair market rental value per year is not determined prior to the commencement of the option term, the Tenant shall pay Fixed Rent as though the Fixed Rent was that Fixed Rent in effect (without abatement) during the last year of said preceding lease year period until such determination has been made. Following such determination, the Tenant shall promptly pay the Landlord the difference, if any, between the aggregate rent which would have been paid during said period and the aggregate rent actually paid. Thereafter, all rent shall be computed and paid in accordance with Section 4.2.

5. Rent. The annual fixed rent for the Premises, shall, commencing April 1, 2004, be $3.00 per rentable square foot per month. Rent shall increase by three and one half percent (3.5%) compounded on the first day of each April commencing April 1, 2005. Rent for the Second Floor Space shall commence, on a prorated basis, as of Second Floor Term Commencement Date. Rent for the option term shall be as set forth in Section 4. The above rent is inclusive of (and Landlord shall provide to Tenant) utilities, maintenance, janitorial services, window washing, access cards, real estate (but not personal property) taxes, telephone and data wiring infrastructure currently in the Building or as set forth on Exhibit B or constructed by Landlord pursuant to Section 3, and other services to be provided by Landlord as set forth in the Lease as amended hereby. The cleaning specifications attached to the Lease as Exhibit B are amended to provide that cleaning of the Premises shall be done every other business day and window washing every six (6) months.

6. Security Deposit. The security deposit is hereby increased to $250,000.00 and shall take the form of a Letter of Credit. Section 28 of the Lease is hereby amended and replaced with the following new Section 28:

28. Security Deposit.

(a) Amount. Simultaneously with the execution of this Lease, Tenant shall deposit with Landlord the sum of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) as a security deposit.

(b) Security. Such security deposit shall be considered as security for the payment and performance by Tenant of all of Tenant's obligations, covenants, conditions and agreements under this Lease except as hereinafter provided.

(c) Form. The security deposit shall, as of the date hereof, be a cash deposit given to Landlord. Tenant shall use best efforts to deliver to Landlord by April 30, 2004, an irrevocable letter of credit (the "Letter of Credit"), in the amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00). Thereafter, Tenant shall maintain the Letter of Credit in full force and effect throughout the entire term of this Lease and until ninety (90) days after the end of the calendar year in which the Expiration Date occurs, and shall cause the Letter of Credit to be renewed or replaced not less than thirty (30) days prior to its expiry date, subject to the terms and conditions of Section 28(g) of this Lease. Upon delivery of said letter of credit, the initial cash deposit shall be refunded by Landlord. The Letter of Credit shall (i) be unconditional, irrevocable, transferable, payable to Landlord on sight at a financial institution located in San Francisco, California, in partial or full draws, (ii) be substantially in the form attached hereto and incorporated herein as Exhibit C, and otherwise be in form and content acceptable to Landlord and Tenant, (iii) shall be issued by Silicon Valley Bank or another financial institution reasonably acceptable to Landlord which meets the asset and credit rating tests set forth in Section 28(d)(2)(i)), and (iv) contain an "evergreen" provision which provides that it is automatically renewed on an annual basis unless the issuer delivers sixty (60) days' prior written notice of cancellation to Landlord and Tenant. Any and all fees or costs charged by the issuer in connection with the Letter of Credit shall be paid by Tenant.

(d) Right to Draw.

(1) In the event of any default (after the expiration of any applicable cure period expressly set forth in this Lease, except in the event a bankruptcy has been filed by or with respect to Tenant; in which case, no such notice and cure period shall be required) by Tenant hereunder, Landlord shall have the right, but shall not be obligated, to draw upon the Letter of Credit in whole or in part and apply the proceeds thereof as may be necessary to compensate Landlord for any default under this Lease on the part of Tenant, and Tenant, within fifteen (15) days after Landlord delivers written demand therefore to Tenant, shall forthwith either restore the Letter

of Credit to (or, if Tenant is unable to obtain a letter of credit, delivery to Landlord a cash security deposit in) the amount required to be maintained under this Lease; provided, however, neither the application of the security deposit as set forth above nor the restoration by Tenant of such security deposit shall operate to cure such default or to estop Landlord from pursuing any remedy to which Landlord would otherwise be entitled. Should Landlord elect to draw the full amount of the Letter of Credit as permitted by this Lease upon a default by Tenant, Tenant expressly waives any right it might otherwise have to prevent Landlord from drawing on the Letter of Credit and agrees that an action for damages and not injunctive or other equitable relief shall be Tenant's sole remedy in the event Tenant disputes Landlord's claim to any such amounts. At the expiration of the Term, Landlord shall use reasonable efforts to assess any damage to the Premises and notify Tenant of the same within sixty (60) days after said expiration.

(2) In addition to Landlord's rights set forth in Section 28(d)(l) above, Landlord shall have the right to draw upon the Letter of Credit in any of the following circumstances: (i) if the total assets of the issuer of the Letter of Credit are at anytime less than Three Billion Dollars ($3,000,000,000.00), or such issuer has a Standard & Poor's commercial paper rating of less than A-l (provided if at anytime the current Standard & Poor's commercial paper rating system is no longer in existence, a comparable rating of a comparable commercial paper rating system from a comparable company shall be selected by Landlord, in its reasonable discretion, for purposes of this Section 28) and Tenant fails to deliver to Landlord a replacement Letter of Credit complying with the terms of this Lease within thirty (30) days of request therefore from Landlord, (ii) the issuer of the Letter of Credit shall enter into any supervisory agreement with any governmental authority, or the issuer of the Letter of Credit shall fail to meet any capital requirements imposed by applicable law, and Tenant fails to deliver to Landlord a replacement Letter of Credit complying with the terms of this Lease within thirty (30) days of request therefore from Landlord, or (iii) if Tenant fails to provide Landlord with any renewal or replacement Letter of Credit complying with the terms of this Lease at least thirty (30) days prior to expiration of the then-current Letter of Credit. In the event the Letter of Credit is drawn upon due solely to the circumstances described in the foregoing clauses (i), (ii) or (iii) or in an amount exceeding the damages owing by Tenant to Landlord on account of a default, the amount drawn shall be held by Landlord (with interest payable thereon at the prevailing money market rate of the financial institution in which such funds are deposited) as a security deposit to be otherwise retained, expended or disbursed by Landlord for any amounts or sums due under this Lease to which the proceeds of the Letter of Credit could have been applied pursuant to this Lease, and Tenant shall be liable to Landlord for restoration, in cash or

Letter of Credit complying with the terms of this Lease, of any amount so expended to the same extent as set forth in this Section 28.

(e) Right to Assign. Landlord shall have the right, with Tenant's written consent, to assign its interest in the security deposit and proceeds thereof to any assignee of Landlord's interest in the Lease Premises and/or the Prime Lease, provided that such consent by Tenant shall not be unreasonably withheld, conditioned or delayed and Tenant shall respond in writing to Landlord's request for such consent within ten (10) days after Landlord delivers to Tenant a written request for such consent, and provided further that no such consent shall be required for assignment to a corporation or other entity controlling, controlled by or under common control with Landlord. In the event of any such assignment, Landlord shall have the right to transfer the security deposit to such assignee, in which event Tenant shall look solely to the new Landlord for the return of the security deposit and Landlord shall thereupon be released from all liability to Tenant for the return of such security deposit, provided that the Landlord has transferred such security deposit to such assignee and such assignee has actually received such security deposit. If the security deposit is in the form of a Letter of Credit and if requested by any such assignee, Tenant shall cooperate with Landlord at no material cost to Tenant to obtain an amendment to the Letter of Credit which names such assignee as the beneficiary thereof in lieu of Landlord. This security deposit shall not be transferable by Tenant to any subtenant, but shall be held and returned directly to Tenant.

(f) Reservation of Rights. No right or remedy available to Landlord as provided in this Section 28 shall preclude or extinguish any other right to which Landlord may be entitled. In furtherance of the foregoing, it is understood that in the event Tenant fails to perform its obligations hereunder, any amounts recovered from the security deposit shall not be deemed liquidated damages. Landlord may apply such sums to reduce Landlord's damages and such application of funds shall not in any way limit or impair Landlord's right to seek or enforce any and all other remedies available to Landlord to the extent allowed hereunder, at law or in equity.

(g) Return of Security Deposit. Unless already returned to Tenant pursuant to Section (f) above, then upon the expiration of the term hereof, Landlord shall (provided that Tenant is not in default under the terms hereof) return and pay back any security deposit to Tenant not previously returned to Tenant, less such portion thereof as Landlord shall have retained to make good any default by Tenant with respect to any of Tenant's aforesaid obligations, covenants, conditions or agreements.

7. Definitions. Consistent with the foregoing, certain defined terms as set forth in the reference data comprising Article 1.1 are hereby amended. Specifically, the Premises shall be, until April 1, 2004, the space shown on Exhibit A to the Lease. From and after April 1, 2004, the Premises shall be the space on the first floor set forth on Exhibit A attached hereto, and from and after the Second Floor Term Commencement Date, the Premises shall also include the Second Floor Space. The rentable area of the Premises shall be 12,501 square feet up until April 1, 2004; 18,824 square feet from April 1, 2004 until the Second Floor Term Commencement Date, and 29,544 rentable square feet from and after the Second Floor Term Commencement Date. The Termination Date shall be December 31, 2007, and the term of this Lease shall be adjusted accordingly; provided, however, that the Termination Date and Term may be extended in accordance with this Lease.

8. Conference Room. The fee for use of the conference room, as set forth in Section 2.5 of the Lease, is reduced to $500.00 for a full day and $300.00 for a half day.

9. Maintenance, Repairs and Liability. Notwithstanding anything to the contrary in the Lease, Tenant shall have no obligation to indemnify, defend, or reimburse Landlord or Master Landlord, with respect to, nor any obligation to perform, construct, repair, maintain or make any improvement, (i) to the extent necessitated by the acts or omissions of Landlord, Master Landlord, any other occupant of the building or the project, or their respective agents, employees or contractors, (ii) occasioned by the exercise of the power of eminent domain or any peril that would be covered by the customary form of so-called “special form, extended coverage” casualty insurance, (iii) required as a consequence of any Law (other than those only applicable to the Premises because of Tenant’s peculiar use of the Premises or alterations to the Premises by Tenant), (iv) occasioned by any legal violation of the Premises or the Project as of the date Tenant took (or takes) possession of the affected portion of the Premises, (iv) for which Landlord or Master Landlord has a right of reimbursement from any insurer or other third party, (vi) to the structure or common areas of the building or the project or the heating, ventilating, air conditioning, electrical, water, sewer, and plumbing systems serving the Premises, the building, or the project not due to the fault or neglect of Tenant, (vii) to any portion of the Building or the Project outside of the demising walls of the then existing Premises not due to the fault or neglect of Tenant, (viii) occasioned by the presence of any Hazardous Material on or about the Premises, other than Hazardous Materials introduced to the Premises by Tenant or its invitees, employees, agents or contractors or those for whom Tenant is legally responsible, (ix) which is a repair or modification to the Premises or the Project not caused by the fault or neglect of Tenant and which must be capitalized under generally accepted accounting rules, or (x) which is expressly the obligation of the Master Landlord under the Prime Lease or of the Landlord under this Lease.

10. Signage. At no additional cost, Tenant shall have permission for one (1) lobby sign of the size and style set forth on Exhibit E, plus signage on any building directory comparable to signs for other tenants. Tenant may, upon payment of a monthly fee in amount mutually approved by Tenant and Landlord not exceeding $2,500 per month, maintain an exterior sign in accordance with plans approved by Landlord. At the expiration of the term, said signs shall, at Tenant's expense, be removed by Landlord, who shall restore the surfaces of the building (interior or exterior) to their condition prior to the installation of said signage, and Tenant shall promptly reimburse Landlord for the reasonable cost therefor.

11. Permitted Uses. The Permitted Uses are amended to include research and development, light manufacturing, office, and related ancillary uses as permitted by applicable law and the Master Lease, provided the same are permitted by the Allowable Class Facilities set forth in Section 5.3(c) of the Lease.

12. Access & Egress. Notwithstanding anything to the contrary in this Lease, with respect to access and egress to, through and from the Premises the parties agree as follows:

(A) A common data room is located within the Premises on the first floor of the Building. Only limited representatives of Landlord reasonably approved by Tenant shall have 24 hour access to the data room through the Premises. Other representatives of Landlord shall have access to the data room during normal business hours, provide reasonable email or telephonic notice is provided to Tenant and a representative of Tenant is allowed to be present during such entry. All representatives of Landlord accessing the data room through the Premises shall comply with Tenant's reasonable security requirements and shall minimize, to the extent reasonably possible, any interference with Tenant's use of the Premises as a consequence of such access.

(B) Tenant will have card key access to the data room on the first floor. Said access shall be in common others entitled thereto as described above. Any servers or other equipment installed by Tenant must be approved by Landlord, which approval shall not be unreasonably withheld.

(C) Landlord shall arrange for reasonable access to the second floor freight elevator upon reasonable telephonic or email notice. Such access shall require escort by building management.

(D) Tenant may also use the other elevator serving the second for delivery of its operating materials and other freight deliveries.

13. Energy Conservation. Tenant understands and recognizes that the Building is designed and operated as an energy efficient building. Energy efficiency includes, without limitation, the use of electric conservation methods such as

motion detectors and timers to avoid unnecessary use of electric lights and other equipment after business hours. Tenant agrees that it will not alter, remove or render inoperative any such energy saving devices without the prior written consent of Landlord.

14. Subleasing Profit. Section 14.3(d) of the Lease is amended to delete fifty (50%) percent and substitute therefor sixty two and one half (62.5%) percent.

15. Landlord Access. Section 15.2 of the Lease is modified to permit Landlord twenty-four (24) hour card access to the Premises for purposes of maintenance, cleaning, repairs and the provision of other services required to be provided by Landlord; provided, however that access to the data room is allowed solely pursuant to Section 12.A. Any such entry by Landlord shall comply with Tenant's security regulations and shall minimize to the extent reasonably possible any interference with Tenant's use of the Premises.

16. Furniture. Landlord will provide the modular offices and work stations for the Second Floor Space as set forth in Exhibit B-2. The provision of said offices and work stations shall be subject to the provisions of Section 29 of the Lease.

17. Damage and Destruction. Notwithstanding anything to the contrary in the Lease, in the event the Premises or any space in the building being subleased by Tenant from Genome Therapeutics Corporation ("Genome") or its successor (or access thereto or systems serving the same) are the subject of a fire or other casualty that interferes with the use and enjoyment by Sublessee of a material portion of such space, and such interference is not reasonably likely to be (or has not been) remedied and tenantable occupancy restored (in the case of said space subleased from Genome, to either a cold shell or cold shell plus TI, all as set forth in Sections 16(a) and 16(b) of the lease between Landlord and Genome) after one (1) year (or such longer period as has been agreed to in writing between Landlord and/or Master Landlord and Tenant or is attributable to unavoidable delays) from the date such interference was first experienced, Tenant may, by notice to Landlord terminate this Lease by notice given within 30 days after the expiration of said one year (or mutually agreed longer) period. Sections 16(a) and 16(b) of the Lease are modified to provide that the parties understand that Master Landlord, not Landlord, is the party responsible for restoration after a casualty, that Master Landlord shall be the party to make the determination as to the estimated time to restore after a casualty. Sections 16(a) — (c) of the Lease are deleted and replaces with the following:

(a) If the Demised Premises, or any part thereof, shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord, and Landlord, upon receiving such notice and the insurance proceeds for such casualty, shall proceed in a commercially reasonable manner, subject to unavoidable delays,

to repair, or cause to be repaired, such damage to the extent hereinafter provided. If the Demised Premises or any part thereof shall be rendered untenantable by reason of such damage, whether to the Demised Premises or to the Building, Yearly Fixed Rent shall proportionately abate for the period from the date of such damage to the date when the Demised Premises shall have been restored by Landlord.

(b) If, as a result of fire or other casualty, the whole or a substantial portion of the Building is rendered untenantable, within ninety (90) days from the date of such fire or casualty, Landlord shall notify Tenant of its opinion of the time required to restore the Demised Premises, taking into account a reasonable time for adjusting loss and obtaining plans and permits for restoration. If in Landlord's opinion the Demised Premises cannot be made tenantable within one (1) year after such event, Landlord, within ninety (90) days from the date of such fire or casualty, may terminate this Lease by notice to Tenant, specifying a date not less than thirty (30) nor more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. In addition, if in Landlord's opinion said estimated time for restoration exceeds one (1) year and Landlord does not elect to terminate this lease, Tenant shall, by notice given to Landlord within fifteen (15) days of Landlord's notice as aforesaid, elect (a) to terminate this Lease, or (b) accept Landlord's estimated restoration period (the "Longer Restoration Period"). If Tenant accepts a Longer Restoration Period, Tenant's right to terminate as hereinafter provided shall be effective only if actual restoration takes more than 60 days beyond such estimated Longer Restoration Period, such termination to be elected within 30 days after the expiration of said Longer Restoration Period plus 60 days. If neither Landlord or Tenant elects to terminate this Lease as provided above, then Landlord shall (to the extent that proceeds of insurance required to be carried by Landlord, net of any portion thereof retained by a Mortgagee, plus any sums contributed by Tenant or any subtenant of Tenant, are made available for such purpose) proceed with diligence to repair the damage to the Demised Premises and all facilities serving the same, if any, which shall have occurred, and the Yearly Fixed Rent shall meanwhile proportionately abate, all as provided in Paragraph (a) of this Section. However, if such damage is not repaired and the Demised Premises restored to substantially the same condition as they were prior to such damage within one (1) year (or, if elected, the Longer Restoration Period plus 60 days) from the date of such damage, Tenant, within thirty (30) days from the expiration of such one (1) year period (or, if elected, the Longer Restoration Period plus 60 days) or from the expiration of any extension thereof by reason of the delays set forth in the following sentence, may terminate this Lease by notice to Landlord, specifying a date not more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. The period within which the required repairs may be accomplished shall be extended by the number of days, lost as a result of unavoidable delays, which term shall be defined to mean all delays referred to in Article 24.

(c) If the Demised Premises shall be rendered untenantable by fire or other casualty and less than two (2) years would remain left in the Term after Landlord's estimated date of completion of restoration, Landlord may terminate this Lease effective as of the date of such fire and other casualty upon notice to Tenant given within ninety (90) days after such fire and other casualty. Notwithstanding the foregoing to the contrary, in the event Landlord exercises the foregoing termination right, if Tenant has available to it the option to extend and validly exercises said option, Tenant may defeat said termination notice by the valid exercise of said option term so as to add an additional five years on to the Term of this Lease.

18. Alterations and Additions. Section 10 of the Lease is amended to add, after the second sentence thereof, the following:

"Notwithstanding the foregoing, Landlord's consent shall not be required for any alteration, addition or improvement that either (a) costs less than Ten Thousand Dollars ($10,000.00) or (b) satisfies all of the following criteria: (i) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting, (ii) is not visible from the exterior of the Premises or Building, and (iii) will not affect the systems or structure of the Building, provided, however, in any such instance Tenant provides plans and specifications for such work not less than ten (10) days before commencing such work.

In addition, Landlord agrees to advise Tenant, upon request, which alterations and additions to be made by Tenant Landlord will require to be so removed at the end of the Term.

19. Ratification. Except as modified herein, the Lease is hereby ratified and confirmed in full force and effect. To the best of their knowledge, neither Landlord nor Tenant are aware of any default by the other party in the terms and conditions of this Lease. Any defined term used herein and not specifically defined herein shall have the meaning ascribed to it in the Lease.

20. Exhibits. Attached hereto and made a part hereof are:

Exhibit A	—	First Floor Plan
Exhibit B-l	—	Second Floor Plan
Exhibit B-2	—	Outline Specifications for Second Floor
Exhibit C	—	Form of Letter of Credit
Exhibit D	—	Permitted Signage
Exhibit E	—	Master Lease

Executed under seal as of this 25th day of March 2004.

MJ RESEARCH, INCORPORATED,
a Massachusetts corporation

By: /s/ Illegible
Name: Illegible
Title: VP Finance

Fluidigm Corporation

By: /s/ Gajus Worthington
President

EXHIBIT A
FIRST FLOOR PLAN

[Diagram depicting the first floor layout.]

EXHIBIT B-l

SECOND FLOOR PLAN

[Diagram depicting the second floor layout.]

EXHIBIT B-2

OUTLINE SPECIFICATIONS

EXHIBIT B-2

2nd Floor Improvement Outline Specification — Landlords Work
Based on Exhibit B -1 (2nd Floor Plan)

1. Building Type and Use: 3 Story, Group B, Type III, 1 Hour Rated, fully sprinklered office building. All design and construction in conformance with the 1998 (CBC) Building Standards Administrative Code of the California Building Standards Commission (CBSC) and the City of South San Francisco amendments, all applicable codes and regulations. All building improvements shall be furnished fully ADA compliant, where required and meet the energy and access requirements set forth in the California Title 24 Code.

2. Tenants Program (General Description of Areas): Based on the attached Exhibit B — 1 (2nd Floor Plan), the tenant's space will consist of the following programmatic components.

a. Offices: General open office areas to house up to (20) modular workstations, (12) offices with modular glass panels parallel to the building perimeter and (2) conference rooms with modular glass panels parallel to the building perimeter. All office finished will be consistent with tenants 1st Floor, East Wing office space with the exception of the open lofted ceiling. Due to the excess laboratory mechanicals an acoustical suspended ceiling with recessed lighting is necessary to conceal all HVAC equipment and wiring. To maintain the buildings tall and airy affect all ceilings throughout will be mounted at a height of 11'-0" above the finished floor. Landlord reserves the right to add architectural treatments and lighting to enhance the interior environment of the space including wall facets, columns and metal ceiling accents. All door frames and trim will be brushed chrome or anodized aluminum and all door leafs and other laminates will be light maple to match the existing. Flooring will consist of stained concrete, VCT and carpet where appropriate. Tenant may elect to substitute other office type improvements as approved by landlord that do not adversely affect the buildings design integrity or construction cost. These changes will be addressed on the final floor plans, prior to submission to the building department.

b. Laboratories: (1) Open Plan Biology Laboratory and (1) Open Plan Chemistry Laboratory will be provided, each not to exceed 1,500 square feet of floor area. Each laboratory will be equipped with (1) fume hood exhaust connection and ducting. Copper vacuum and compressed air piping will be connected to each hood. Each laboratory will also be provided with (1) working laboratory type sink complete with hot, cold and de-ionized pure water sources.

Any ultra-pure Dl water connections and equipment are the tenant's sole responsibility. Locations of hoods and sinks where reasonably feasible and as designated by tenant. Up to (4) Stainless steel ceiling mounted lab utility distribution panels will be provided in each laboratory room. Each panel can accommodate electric, data, vacuum and compressed air as specified by tenant and similar to those used by tenant in West Wing of building. Laboratory finishes to consist of vinyl coated acoustical ceiling panels, recessed lighting, tile or sheet vinyl resilient flooring and painted gypsum board walls. Landlord reserves the right to add architectural treatments as appropriate that will not interfere with tenants use.

c. Ancillary Rooms: Ancillary rooms, such as storage, equipment, utility, kitchen, conference or others can be substituted for the improvements described herein and depicted on Exhibit B -1 (2nd Floor Plan) provided that they are approved by the landlord and do not adversely affect the buildings design integrity, use group classification or construction cost.

3. Utilities:

a. Gas: Gas utilities to be provided for general heating of air and to heat water to common building heating devices and domestic water supplies only. No specific gas connections to tenant's laboratories or capital equipment will be provided.

b. Electric: Electric utilities including distribution panels, cabling and receptacles will be provided to tenants space at a ratio common to office use and not less than the minimum set forth in the National Electric Code. Additional high voltage power for laboratories containing tenant specific equipment will be provided in a flexible manner via ceiling mounted panels or wall mounted metal wireways at locations as specified by tenant. Up to (4) ceiling panels or wireways will be provided in each laboratory to house the lab specific utilities. Each panel or wireway will contain up to (4) standard 115V receptacles in metal gang boxes, suspended but cords, (1) UPS or Emergency Back-up receptacle and (1) high voltage receptacle with plug configuration as specified by tenant.

c. Telephone and Data Connections: Each office and workstation will receive (2) Category 5e communications jacks for use with either telephone or computer networking equipment. Each cable will be pulled to common Tele/Data distribution room as shown on 2nd Floor Plan. Cable terminations, phone and networking equipment and distribution panels will not be provided and are the sole responsibility of the tenant. Tenant may make use of landlord pre-existing racks for purposes of mounting their equipment. Conference and laboratory rooms shall receive up to (4) phone or data connections each.

d. Specialty Laboratory and House Utilities: Vacuum and compressed air copper feeds and connections will be provided to each laboratory hood or ceiling panel locations as designated by tenant. Connections not to exceed (4) per laboratory. Vacuum connections will be made to pre-existing house vacuum system. Compressed air connections will be made to new air compressor and dryer subject to joint specification and installation by tenant and landlord. De-ionized water to be provided to each sink location and connected to pre-existing house system. Each laboratory sink location will be provided with chemical and Dl resistant waste lines. Tenant is responsible to monitor at point of use and downstream, the lab waste lines to ensure that no chemicals are being released into the laboratory waste system or public sewer utility.

4. Design: For the improvements described herein and on Exhibit B-1 (2nd Floor Plan), all design, architecture, engineering, color schemes and finish selections will be provided by landlord at landlord's expense and discretion. All final construction and permit documents will be provided by landlords licensed consultants as required.

5. Construction: All construction procedures, materials and methods will be provided in a workmanlike and professional manner under the supervision of the landlord and will be built in accordance with all applicable codes and industry standards. All consultants, vendors, contractors and subcontractors performing the work as described herein and in Exhibit B — 1 (2nd Floor Plan) will be under the direct contract and supervision of the landlord only. Access for construction equipment, building materials and furniture will be provided through an exterior window unit that will serve as a temporary freight passage. This passage will be available to tenant only until landlords work prohibits the handling of materials in that area wherein the window will be re-installed and sealed. Once sealed, the window will not be subject to further removal by landlord. It is understood that the 2nd floor improvements will be ongoing with tenants occupancy of the below 1st floor space. Access, particularly in the ceiling plenum, to the 1st floor space may be required for the duration of the project for purposes of facilitating the construction above. Inherently, some noise, vibration and disruption may occasionally be experienced in the space below and in the adjacent areas. Reasonable accommodations will be made by landlord to minimize such disruptions during regular working hours.

EXHIBIT C
FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF002780

DATE: APRIL 01, 2004

BENEFICIARY:
MJ RESEARCH, INC.
7000 SHORELINE COURT
SOUTH SAN FRANCISCO, CA 94080

APPLICANT:
FLUIDIGM CORPORATION
7100 SHORELINE COURT
SOUTH SAN FRANCISCO, CA 94080

AMOUNT: US$250,000.00 (U.S. DOLLARS TWO HUNDRED FIFTY THOUSAND EXACTLY)

EXPIRATION DATE: MARCH 31, 2008

LOCATION: SANTA CLARA, CALIFORNIA

DEAR SIR/MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF002780 IN YOUR FAVOR AVAILABLE BY YOUR DRAFTS DRAWN ON US AT SIGHT IN THE FORM OF "EXHIBIT B" ATTACHED AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENT(S), IF ANY.

2. SIGHT DRAFTS DRAWN ON US.

3. A DATED STATEMENT FROM THE BENEFICIARY SIGNED BY AN OFFICER OR AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY, FOLLOWED BY HIS/HER DESIGNATED TITLE, STATING THE FOLLOWING:

"THE UNDERSIGNED STATES BENEFICIARY IS ENTITLED TO DRAW UPON THIS LETTER OF CREDIT PURSUANT TO THE TERMS OF THAT LEASE DATED AS OF DECEMBER 1, 2001 BETWEEN BENEFICIARY AND FLUIDIGM CORPORATION, AS SAID LEASE IS AMENDED FROM TIME TO TIME, FOR THE AMOUNT DRAWN HEREUNDER. THE UNDERSIGNED BENEFICIARY HEREBY MAKES DEMAND FOR THE PAYMENT OF US $__________ (DRAW AMOUNT) UNDER THIS LETTER OF CREDIT."

THE LEASE MENTIONED ABOVE IS FOR IDENTIFICATION PURPOSES ONLY AND IT IS NOT INTENDED THAT SAID LEASE BE INCORPORATED HEREIN OR FORM PART OF THIS LETTER OF CREDIT.

PARTIAL DRAWS ARE ALLOWED. THIS ORIGINAL LETTER OF CREDIT MUST ACCOMPANY ANY DRAWINGS HEREUNDER FOR ENDORSEMENT OF THE DRAWING AMOUNT AND WILL BE RETURNED TO THE BENEFICIARY UNLESS IT IS FULLY UTILIZED.

THIS LETTER OF CREDIT MAY ONLY BE TRANSFERRED IN ITS ENTIRETY BY THE ISSUING BANK, ASSUMING SUCH TRANSFER TO SUCH TRANSFEREE WOULD BE IN COMPLIANCE WITH THEN APPLICABLE LAW AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE REGULATIONS OF THE U.S. DEPARTMENT OF TREASURY AND U.S. DEPARTMENT OF COMMERCE, UPON OUR RECEIPT OF THE ATTACHED "EXHIBIT A" DULY COMPLETED AND EXECUTED BY THE BENEFICIARY AND ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT AND ALL AMENDMENT(S), IF ANY, TOGETHER WITH THE PAYMENT OF OUR TRANSFER FEE 1/4 OF 1% OF THE TRANSFER AMOUNT (MINIMUM USD250.00) .

DRAFT(S) AND DOCUMENTS MUST INDICATE THE NUMBER AND DATE OF THIS LETTER OF CREDIT.

3003 TASMAN DRIVE | SANTA CLARA, CA 95054 | 408.654.7400 | SVB.COM
SWIFT ADDRESS: SVBKUS6S | TELEX NO. 6732567 | ANSWERBACK: SVB TF

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF002780

DOCUMENTS MUST BE FORWARDED TO US BY OVERNIGHT DELIVERY SERVICE TO: SILICON VALLEY BANK, 3003 TASMAN DRIVE, SANTA CLARA, CA 95054, ATTN: INTERNATIONAL DIVISION.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS AND BONAFIDE HOLDERS THAT THE DRAFTS DRAWN UNDER AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE, IF NEGOTIATED ON OR BEFORE THE EXPIRATION DATE OF THIS CREDIT.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.

SILICON VALLEY BANK,

/s/ John M. Dossantos	/s/ Edward D. Machado
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
John M. Dossantos	Edward D. Machado

EXHIBIT "B"

DATE: ______________ REF. NO. ____________________

AT SIGHT OF THIS DRAFT

PAY TO THE ORDER OF ______________________________ US$______________

USDOLLARS ____

____

DRAWN UNDER SILICON VALLEY BANK, SANTA CLARA, CALIFORNIA, STANDBY
LETTER OF CREDIT NUMBER NO. ______________________ DATED __________________

TO: SILICON VALLEY BANK
3003 TASMAN DRIVE
SANTA CLARA, CA 95054

____
(BENEFICIARY'S NAME)

....
Authorized Signature

GUIDELINES TO PREPARE THE DRAFT

1. DATE: ISSUANCE DATE OF DRAFT.
2. REF. NO.: BENEFICIARY'S REFERENCE NUMBER, IF ANY.
3. PAY TO THE ORDER OF: NAME OF BENEFICIARY AS INDICATED IN THE L/C (MAKE SURE BENEFICIARY ENDORSES IT ON THE REVERSE SIDE).
4. US$: AMOUNT OF DRAWING IN FIGURES.
5. USDOLLARS: AMOUNT OF DRAWING IN WORDS.
6. LETTER OF CREDIT NUMBER: SILICON VALLEY BANK'S STANDBY L/C NUMBER THAT PERTAINS TO THE DRAWING.
7. DATED: ISSUANCE DATE OF THE STANDBY L/C.
8. BENEFICIARY'S NAME: NAME OF BENEFICIARY AS INDICATED IN THE L/C.
9. AUTHORIZED SIGNATURE: SIGNED BY AN AUTHORIZED SIGNER OF BENEFICIARY.

IF YOU NEED FURTHER ASSISTANCE IN COMPLETING THIS DRAFT, PLEASE CALL OUR L/C PAYMENT SECTION AND ASK FOR:

ALICE DA LUZ: 408-654-7120
EFRAIN TUVILLA: 408-654-6349

EXHIBIT "A"

DATE:

TO:	SILICON VALLEY BANK 3003 TASMAN DRIVE SANTA CLARA, CA 95054 ATTN: INTERNATIONAL DIVISION. STANDBY LETTERS OF CREDIT	RE:	STANDBY LETTER OF CREDIT NO. ISSUED BY SILICON VALLEY BANK, SANTA CLARA L/C AMOUNT:

GENTLEMEN:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

(NAME OF TRANSFEREE)
(ADDRESS)

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT UP TO ITS AVAILABLE AMOUNT AS SHOWN ABOVE AS OF THE DATE OF THIS TRANSFER.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE. TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS, AND WHETHER NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECT TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF SUCH LETTER OF CREDIT IS RETURNED HEREWITH, AND WE ASK YOU TO ENDORSE THE TRANSFER ON THE REVERSE THEREOF, AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER.

SINCERELY,

____
(BENEFICIARY'S NAME)

____
SIGNATURE OF BENEFICIARY

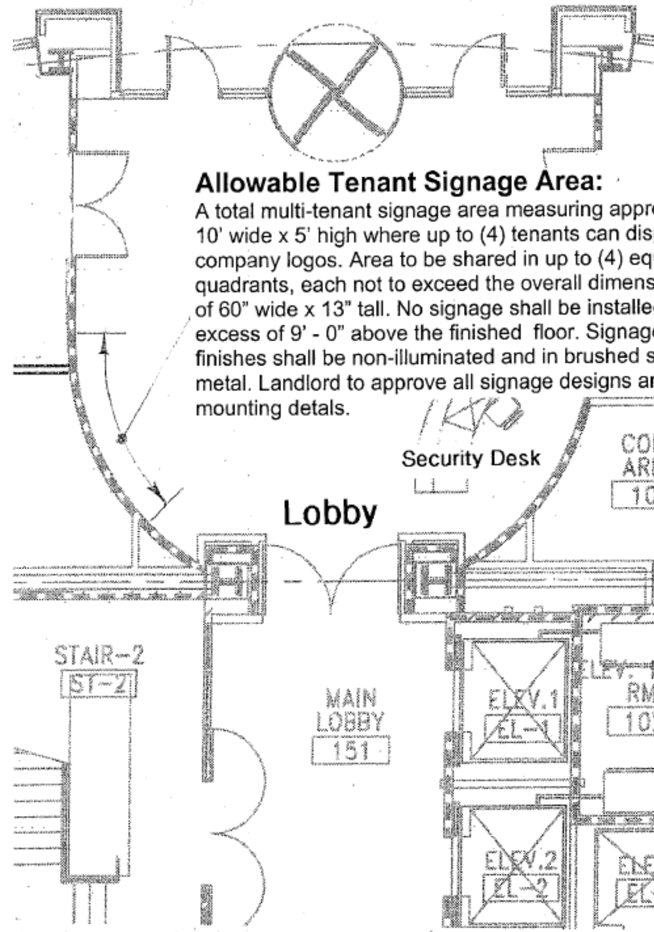
SIGNATURE AUTHENTICATED

____
(NAME OF BANK)

____
AUTHORIZED SIGNATURE ** By affixing his/her signature, he or she is certifying that the Bank on whose behalf he or she is signing is regulated either by the FED, the OCC, or the FDIC, and that the Bank has implemented AML (Anti-Money Laundering) procedures in accordance with the Bank Secrecy Act, and that the Transferor named above has been approved under his/her Bank's own CIP (Customer Information Program). VERIFICATION OF TRANSFEROR'S SIGNATURE(S) BY A NOTARY PUBLIC IS UNACCEPTABLE.

EXHIBIT D
PERMITTED LOBBY SIGNAGE

Exhibit D



Permitted Signage

Exhibit E

[SEE ABOVE FOR

SUBLEASE

BETWEEN

MJ RESEARCH COMPANY, INC.

AND FLUIDIGM CORPORATION]

AGREEMENT OF LEASE

AGREEMENT OF LEASE made as of the 6th day of October, 2000, by and between MJ Research Company, Inc. (hereinafter referred to as "Landlord") and Genesoft, Inc. (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby hires from Landlord a portion of the building (the "Building") in South San Francisco, as described in Section 1.1(4) below and shown on the plan attached hereto as Exhibit A and made a part hereof (hereinafter referred to as the "Premises" or the "Demised Premises").

1. REFERENCE DATA

1.1 Definitions. Each reference in this Lease to any of the terms and titles contained in this Article shall be deemed and construed to incorporate the data stated following that term or title in this Article.

1) Additional Rent:	Sums or other charges payable by Tenant to Landlord under this Lease, other than Yearly Fixed Rent, all of which shall be payable as additional rent under this Lease.
2) Broker:	None.
3) Business Day:	All days except Saturdays, Sundays, days defined as "legal holidays" for the entire state under the laws of the State of California, and such other days as Tenant presently or in the future recognizes as holidays for Tenant's general staff.
4) Demised Premises:	Space on the first, second and third floors of the Building at 7000 Shoreline Court, South San Francisco, California 94080 (the "Building"), which space is shown on the plans attached as Exhibit A.
5) Environmental Laws:	As defined in Section 5.3 (a) (1).
6) Event of Default:	The occurrence of an event listed in Section 19.1.
7) Hazardous Materials:	As defined in Section 5.3 (a) (2).

	pigs and relocate such animals off-site or, within a reasonable period of time (not to exceed two (2) business days) make such arrangements as are necessary to eliminate such picketing, signage or other disruption.
16) Prime Landlord:	Mountain Cove Tech Center LLC, a California limited liability company.
17) Prime Lease:	The lease dated November 9, 1999 between Prime Landlord and Landlord.
18) Property:	The Land and Building.
19) Rent:	Yearly Fixed Rent and Additional Rent.
20) Rentable Area of the Demised Premises:	Approximately 68,460 rentable square feet. The rentable square footage of the Demised Premises upon completion of Landlord's Work shall be measured by Landlord according to the most recent BOMA standards, but in any event shall include for computation purposes 50% of all common areas of the Building, including, without limitation, elevators, lobbies, hallways, exercise room, security desk, and lunch room. If Tenant disagrees with Landlord's computation of the rentable square footage of the Premises, Tenant may, at its expense, by notice given no later than ten (10) days after written notice by Landlord of the rentable square feet of the Demised Premises, submit the matter of the square footage as to arbitration as set forth in Section 27.7 herein. The inclusion of elevators, hallways, the exercise room, security desk and lunchroom in the computations of rentable square footage shall not be deemed to make Tenant liable for such facilities as if it were the exclusive lessee thereof.
21) Security Deposit:	One Year's Yearly Fixed Rent, subject to decrease as provided in Section 28.3.

22) Tenant's Address:	Until the Term Commencement Date, Two Corporate Drive South, San Francisco, California 94080, and thereafter, the Demised Premises.
23) Term Commencement Date:	As defined in Section 3.2.
24) Term of this Lease:	As defined in Section 3.1.
25) Termination Date:	As defined in Section 3.1.
26) Yearly Fixed Rent:	$4.50 per rentable square foot per month for the first lease year, which amount shall be increased annually commencing with the third lease year by three and one half percent (3.5%) compounded annually.

1.2 Exhibits. The following exhibits are attached hereto and made a part hereof:

A — Plan of Demised Premises

A-l — Plans and Specifications for Landlord's Work

A-2 — Landlord's Work Necessary for Tenant Improvement Work

B — Cleaning Specifications

C — Rules and Regulations

D — Sign Criteria

E — Form of Letter of Credit

F — List of Environmental Reports Given to Tenant

G — List of Permitted Hazardous Materials

H — List of Fixtures and Equipment to be Removed

2. DESCRIPTION OF DEMISED PREMISES

2.1 Demised Premises. The Demised Premises are that portion of the Building as described above (as the same may from time to time be constituted after changes therein, additions thereto and eliminations therefrom pursuant to rights of Landlord hereinafter reserved).

2.2 Appurtenant Rights. Tenant shall have, as appurtenant to the Demised Premises, rights to use in common, subject to reasonable rules from time to time made by Landlord of which Tenant is given notice, those common roadways, walkways, elevators, hallways and stairways necessary for access to that portion of the Building occupied by the Demised Premises. There is also appurtenant to the Demised Premises at no additional charge the nonexclusive use, in common with Landlord and other entitled thereto, of the parking lot appurtenant to the Building, which lot is designed to have three (3) parking spaces per 1,000 rentable square feet

in the Building. Landlord agrees that such parking lot shall be on a non-exclusive basis for Tenant and others entitled thereto and shall not exclusively assign portions of the parking area without providing equivalent and comparable exclusive assignments to Tenant, provided that, subject to casualty and eminent domain, in no event shall Tenant have the use (non-exclusive or otherwise) of not less than nor more than, three (3) spaces per 1,000 rentable square feet of the Demised Premises during the Term, provided that there shall be deducted from the parking available to Tenant any parking spaces lost due to Tenant's outside storage facility referred to in Section 5.3(c). Tenant may not store cars in the parking lot, i.e., leave cars parked for more than seven (7) days.

2.3 Reservations. All the perimeter walls of the Demised Premises except the inner surfaces thereof, any balconies, terraces or roofs adjacent to the Demised Premises, and any space in or adjacent to the Demised Premises used for serving other portions of the Building exclusively or in common with the Demised Premises, including without limitation (where applicable) shafts, stacks, pipes, conduits, wires and appurtenant fixtures, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof, as well as the right of access through the Demised Premises for the purpose of operation, maintenance, decoration and repair, are expressly reserved to Landlord.

2.4 Certain Amenities. The named Tenant, Genesoft, Inc. shall have access to on a nonexclusive basis, the following facilities:

(a) The exercise room. Landlord may charge a reasonable fee for towel service and janitorial service.

(b) A security desk in the main lobby of the Building to be staffed from 9:00 a.m. through 5:00 p.m. on all Business Days.

(c) The lunchroom and adjacent patio.

In the event the named Tenant Genesoft occupies less than 50% of the Building, Landlord may eliminate said amenities (other than the security desk) or assign them exclusively to Landlord or other occupants of the Building. Such amenities shall not be available to assignees or subtenants of Tenant unless permitted in writing by Landlord.

3. TERM OF LEASE

3.1 Term. The Term of this Lease is ten (10) years (or until such Term shall sooner cease or expire) commencing on the Term Commencement Date and ending on the day immediately prior to the tenth (10th) anniversary thereof, except that if the Term Commencement Date shall be other than the first day of a calendar month, the Term of this Lease shall end on the last day of the calendar month in which said 10th anniversary of the Term Commencement Date shall fall (which date

on which the Term of this Lease is scheduled to expire is hereinafter referred to as the “Termination Date”).

3.2 Term Commencement Date. The Term Commencement Date shall be the earlier of (a) the date on which, pursuant to permission therefor duly given by Landlord, Tenant undertakes Use of the Demised Premises for the purposes set forth in Article 1, (b) the date on which the Demised Premises are ready for Tenant’s occupancy in accordance with the provisions of Section 4.2, or (c) March 1, 2001, but in no event prior to the date on which Landlord’s Work (as defined herein) is substantially completed, unless and only to the extent that the lack of such substantial completion is due to the fault, delay, or inaction by Tenant or to the roof work necessitated by Tenant’s mechanical and other equipment to be placed on the roof. Notwithstanding the foregoing to the contrary, if the work set forth on Schedule A-2 is not substantially complete by January 1, 2000 and the lack of such substantial completion is not due to fault, delay or inaction of Tenant or to roof work necessitated by Tenant’s mechanical and other equipment to be placed on the roof, then for each day beyond January 1, 2001 for which the work on Schedule A-2 is not substantially complete, the March 1, 2001 date shall be extended for one day. Further notwithstanding anything in the foregoing to the contrary, for purposes of determining when the Premises are ready for occupancy for purposes of determining the Term Commencement Date, the Premises shall not be deemed ready for occupancy until Tenant has completed its Tenant improvement work and obtained a certificate of occupancy therefor. Tenant further acknowledges that if Landlord has completed its work on Schedule A-2 on or before January 1, 2000 and made the Premises available to Tenant, Tenant assumes the risk of delay for Tenant improvement work and acknowledges that (subject to Landlord’s obligations as to substantial completion of Landlord’s Work) the Term will commence on March 1, 2001 whether or not Tenant has completed its work and obtained such a certificate of occupancy.

3.3 Option to Extend. Provided Tenant is not in default of the terms and covenants of this Lease beyond applicable notice and grace periods, and provided Tenant has not assigned this lease or subleased all or any portion of the Premises, it shall have the option to extend the Term for five (5) years, exercisable by written notice given to Landlord no later than twelve (12) months before the expiration of the original Term. All of the terms, conditions and covenants of this Lease shall apply to the option term, except that there shall be no further extension beyond that permitted above and that yearly Fixed Rent for the option term shall be computed as set forth in Section 6 herein.

4. PREPARATION OF PREMISES; TENANT’S ACCESS

4.1 Plans and Specifications. Landlord shall construct the Demised Premises in accordance with the plans and specifications (the “Plans”) referenced in Exhibit A-l attached hereto and made a part hereof (“Landlord’s Work”). Tenant

acknowledges that Landlord's Work will produce a so-called "cold shell" that will not be ready for Tenant's occupancy.

4.2 When Landlord's Work is Done. Landlord's Work shall be conclusively deemed finished after Landlord gives notice to Tenant that Landlord's Work has been substantially completed by Landlord. Notwithstanding anything to the contrary in this Lease, the Landlord's Work shall not be deemed "substantially completed" prior to the date on which: (a) construction and installation of the improvements listed on Exhibit A-1, attached hereto, have been substantially completed; (b) Tenant has direct access from the street to the elevator lobby on the first floor; and (c) utility services are ready to be furnished to the Premises consistent with the work set forth on Exhibit A-l. Such work shall not be deemed incomplete if only minor or insubstantial details of construction or mechanical adjustments remain to be done, or if a delay is caused in whole or in part by Tenant. Landlord's Architect's certificate of substantial completion, as hereinabove stated, given in good faith, or of any other facts pertinent to such work, shall be deemed conclusive of the statements therein contained and binding upon Tenant.

4.3 Conclusiveness of Landlord's Performance. Tenant shall be conclusively deemed to have agreed that Landlord has performed all of its obligations under this Article 4 unless not later than the end of the second calendar month next beginning after the Landlord's notice of substantial completion under Section 4.2 unless Tenant shall give Landlord written notice specifying the respects in which Landlord has not performed such obligations.

4.4 Entry by Tenant; Interference With Construction; Applicability of Lease Terms. The Demised Premises shall be made available by Landlord to Tenant on or before January 1, 2001 (the "Estimated Tenant Improvement Commencement Date") to undertake such work as is to be performed by Tenant pursuant and subject to this Lease in order to prepare the Demised Premises for Tenant's occupancy. Such entry shall be deemed to be pursuant to a license from Landlord to Tenant and shall be at the risk of Tenant. In no event shall Tenant interfere with any construction being performed by or on behalf of Landlord in or around the Building or with the use of the Building by Landlord or any other occupants; without limiting the generality of the foregoing, Tenant shall comply with all instructions issued by Landlord's contractors relative to the moving of Tenant's equipment and other property into the Demised Premises and shall pay any fees or costs imposed in connection therewith. Once Tenant makes such entry, Tenant will be bound by all terms and conditions of this Lease as if the Term had commenced, excepting payment of Rent. Landlord agrees to use its good faith and reasonable efforts to coordinate with Tenant the build-out of the Building shell and the tenant improvements.

4.5 Tenant Plans. Tenant shall perform no construction work in the Building unless and until Landlord has approved all plans, specifications and the

identity of contractors and major subcontractors therefor and such plans have been consented to by Landlord's mortgagee. Landlord agrees that unless it has disapproved any Tenant plans within ten (10) business days after receipt thereof, the plans shall be deemed approved. Tenant shall, upon Landlord's request, provide payment performance and lien bonds in commercially reasonable amounts and terms. All of the provisions of Articles 9, 10 and 11 shall apply to Tenant's work hereunder.

4.6 Tenant Improvement Allowance. Provided Tenant is not in default hereunder, Landlord will provide Tenant with a Tenant Improvement Allowance of $25.00 per rentable square foot. There shall be deducted from said Tenant Improvement Allowance the following: (i) 50% of the cost of purchase and installation of the emergency generator for the Building, (ii) 50% of all costs of upgrading the power capacity of the Building from 3500 amps to 4000 amps, including, without limitation, any delay costs (not to exceed $5,000.00) imposed upon Landlord under its construction contract with Opus attributable to said power capacity upgrades, (iii) all costs to Landlord associated with using the roofer under contract with Opus, Tenant acknowledging and understanding that use of said roofer in connection with the installation of Tenant's rooftop equipment and screens is required in order to maintain the roof warranty on the Building, and (iv) the cost of supporting, extending and connecting all screens on the roof, including, without limitation, all new screens, vertical steel beams, secondary structural support and all related costs. Landlord shall fund the Tenant Improvement Allowance on a pro rata basis as Tenant pays its contractor for Tenant's work. Landlord's contribution shall be funded based on the fraction of each construction draw, the numerator of which is $25.00 per rentable square foot and the denominator of which is the total cost of all work by Tenant to prepare the Demised Premises for Tenant's occupancy. Landlord shall have the right to reasonably approve Tenant's schedule of estimated construction disbursements. Landlord shall require Tenant to provide appropriate lien waivers and other evidence of payment contractors, subcontractors and material suppliers prior to funding any of the Tenant Improvement Allowance.

4.7 Inspections and Scheduling. Tenant may inspect the Building and the Premises during the construction of the Landlord's Work as it progresses. Landlord agrees to be available to Tenant from time to time, on reasonable prior notice, as necessary or desirable to review the Landlord's Work.

4.8 Permits and Approvals. Landlord, at its sole cost and expense, shall obtain all approvals, permits and other consents required to commence, perform and complete the Landlord's Work. Landlord agrees that the Landlord's Work will comply with all applicable laws and other governmental regulations as of the date of substantial completion including, but not limited to, the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the City of South San Francisco and State of California Building and fire codes, as the same may be amended from time to time.

4.9 Construction Guaranty. Landlord guaranties the Landlord’s Work against defective workmanship and/or materials for a period of 11 months from the date of substantial completion of the Landlord’s Work, and Landlord agrees, at its sole cost and expense, to repair or replace any defective item occasioned by poor workmanship and/or materials during said 11 month period. Nothing in this Section 4.9 shall limit Landlord’s other repair obligations under this Lease.

4.10 Walkthrough and Punch List. Tenant shall be entitled to a walkthrough and punch list with Landlord’s architect with respect to Landlord’s Work. The determination of the punch list shall be at the sole and exclusive approval of Landlord’s architect. Landlord shall remedy all punch list items within a commercially reasonable time.

5. USE OF PREMISES

5.1 Permitted Use. Tenant shall occupy and use the Demised Premises for the Permitted Use set forth in Article 1 and for no other purpose. Service and utility areas (whether or not a part of the Demised Premises) shall be used only for the particular purpose for which they are designated. Tenant shall have access to the Demised Premises 24 hours per day, 7 days per week.

5.2 Prohibited Uses. Tenant shall not use, or suffer or permit the use of, or suffer or permit anything to be done in or anything to be brought into or kept in, the Demised Premises or any part thereof (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease, (ii) for any unlawful purposes or in any unlawful manner, or (iii) which, in the reasonable judgment of Landlord shall in any way (a) impair or tend to impair the appearance or reputation of the Building, (b) impair or interfere with or tend to impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or with the use of any of the other areas of the Building, or (c) occasion discomfort, inconvenience or annoyance to any of the other tenants or occupants of the Building, whether through the transmission of noise or odors or vibrations or dust or otherwise. Without limiting the generality of the foregoing, no food shall be prepared or served for consumption by the general public on or about the Demised Premises; no intoxicating liquors or alcoholic beverages shall be sold or otherwise served for consumption by the general public on or about the Demised Premises; no lottery tickets (even where the sale of such tickets is not illegal) shall be sold and no gambling, betting or wagering shall otherwise be permitted on or about the Demised Premises; no loitering shall be permitted on or about the Demised Premises; and no loading or unloading of supplies or other material to or from the Demised Premises shall be permitted on the Land except at times (excluding Business Days from 7:00 to 9:30 a.m. and from 4:00 to 6:00 p.m.) and in locations to be reasonably designated by Landlord, except for the freight elevator described in Section 7.4, which Tenant may use at any time. The Demised Premises shall be

maintained in a sanitary condition. Tenant shall suitably store all trash and rubbish in the Demised Premises or other locations designated by Landlord from time to time. All laboratory waste, Hazardous Materials and medical waste must be disposed of in compliance with Section 5.3. Tenant specifically agrees that its indemnification obligations pursuant to Section 13.2 shall extend to any claim arising from the consumption of intoxicating liquors or alcoholic beverages on or about the Demised Premises.

5.3 Hazardous Materials.

(a) Definitions.

(1) Environmental Law means any governmental statute, code ordinance, regulation, rule or order and any amendment thereto governing or regulating materials that are toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous. Environmental Laws include, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, the California Hazardous Substances Act at California Health and Safety Code Section l08100 *et seq.*, the provisions regarding hazardous waste control at California Health and Safety Code Sections 25100 through 25250.25 and the California Medical Waste Management Act at California Health and Safety Code §117600 *et seq.*

(2) Hazardous Materials shall mean any substance: (A) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, medical waste, hazardous substance, pollutant or contaminant under any Environmental Law or (B) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation.

(b) Tenant's Covenants. No Hazardous Materials shall be stored, placed, handled, used or released by Tenant or its employees, contractors, sublessees, guests or visitors at or about the Demised Premises or Property without Landlord's prior written consent, which consent shall not be withheld provided the Hazardous Materials comply with the criteria set forth in 5.3(c) for Permitted Materials. Landlord shall, within five (5) business days after receipt of the proposed HMIS, either approve the same or provide Tenant written notice of the reasons for its disapproval. Tenant shall submit to Landlord for prior approval as above any HMIS (defined in Section 5.3(c))

prior to submission to applicable governmental authority. Notwithstanding the foregoing, storage and use of routine office and janitorial supplies in usual and customary quantities and the Permitted Materials as defined in subsection (c) below are permitted without Landlord's prior written consent, provided that Tenant's activities at or about the Demised Premises and Property shall comply at all times with the laws all Environmental Laws. Tenant shall keep Landlord fully and promptly informed of all storage, placement, handling, use or release by Tenant or its employees, contractors , sublessees, guests or visitors of all Hazardous Materials. At the expiration or termination of the Lease, Tenant shall remove from the Demised Premises all Hazardous Materials brought or released in or on the Building as a result of the activities of Tenant or its employees, agents, servants, invitees, visitors, customers, contractors, sublessees, and those other persons for whom Tenant is legally responsible (collectively "Tenant Parties"). Landlord shall have the right to perform an environmental assessment of the Demised Premises after such removal, which assessment shall be conducted at Landlord's expense, unless it reveals that Tenant has not complied with the requirements set forth in this Section 5.3, in which case Tenant shall reimburse Landlord for the reasonable cost thereof within ten days after Landlord's request therefor. Nothing in this Section 5.3 shall require Tenant to indemnify Landlord for any matters arising out of or caused by the actions or omissions of Landlord, its employees, agents, contractors, licensees, or invitees.. Tenant shall be responsible and liable for the compliance with all of the provisions of this Section by all of Tenant Parties and all of Tenant's obligations under this Section (including its indemnification obligations under subsection (e) below) shall survive the expiration or termination of this Lease.

(c) Landlord hereby authorizes Tenant to use and store, in connection with its Permitted Use, those materials and medical supplies listed on the Hazardous Material Inventory Statement ("HMIS") to be provided to the City of South San Francisco by Tenant with regard to the Demised Premises (the "Permitted Materials"), provided the classes and quantities of Permitted Materials comply with all applicable laws and do not alter the legal classification of the laboratories and storage room, and storage tanks, under the Allowable Class Facilities (defined below). Tenant will operate under all applicable Federal, State and Local laws governing the use, storage and management of hazardous materials for building Occupancy Groups A3, B and H Divisions 2, 3 and 7, as allowable, including Title 22 of the CFR as defined under the Uniform Building Code and Uniform Fire Code developed by the International Fire Code Institute (the "Allowable Class Facilities"). Landlord shall have the right to approve in writing Tenant's construction and operation of said storage facilities, including, without limitation, fire suppression, seismic restraint, enclosure and landscaping features. In addition, Tenant may construct an outside storage facility for storage of up to a total of 2,000 gallons of waste materials, provided no single

tank shall exceed 1,000 gallons, such outside storage is in compliance with all applicable laws and regulations and does not cover a footprint of greater than 250 square feet. Landlord shall have the right to approve all fire, safety, and seismic restraints, as well as all other plans and specifications for said outside storage. Additional rent for said outside storage area shall be $5,000.00 per year. Any consent or approval by Landlord of Tenant's proposed use, handling and storage of the Permitted Materials and/or the installation and operation or maintenance of said tank shall not constitute an assumption of risk by Landlord respecting the same nor warranty or certification by Landlord that Tenant's proposed use, handling and storage of the Permitted Materials and/or the installation, operation or maintenance of the tanks is safe, reasonable or in compliance with Environmental Laws. All references to Hazardous Materials in this Lease shall include the Permitted Materials.

(d) Compliance. Tenant shall at Tenant's expense promptly take all actions required by any governmental agency or entity in connection with or as a result of the storage, placement, handling, use or release by Tenant Parties of Hazardous Materials at or about the Demised Premises or Property, including inspection and testing, performing all cleanup, removal and remediation work required with respect to those Hazardous Materials, complying with all closure Laws and postclosure monitoring, and filing all required reports or plans. All medical waste regulated by any Environmental Laws that is brought to the Demised Premises shall be stored in leak-proof, closeable containers, which containers shall be stored in a specified "dirty storage area" of the Demised Premises that shall be protected from leaks or any other type of contamination of the Demised Premises. Tenant shall never use any of the Landlord's trash receptacles for disposing of any medical waste. All of the foregoing work shall be performed in a good, safe and workmanlike manner by consultants qualified and licensed to undertake such work and in a manner that will not interfere with any other tenant's quiet enjoyment of the Property or Landlord's use, operation, leasing and sale of the Property. Tenant shall deliver to Landlord prior to delivery to any governmental agency, or promptly after receipt from any such agency, copies of all permits, manifests, closure or remedial action plans, notices, and all other documents relating to the storage, placement, handling, use or release by Tenant Parties of Hazardous Materials at or about the Demised Premises or Property. Upon prior written notice from Landlord, Tenant shall make available to Landlord for Landlord's inspection and copying all of Tenant's documents, materials, data, inventories and other documentation (including, without limitation, Material Safety Data Sheets relating to Hazardous Materials as may be present or suspected to be present in, on or about the Demised Premises. If any lien attaches to the Demised Premises or the Property in connection with or as a result of the storage, placement, handling, use or release by Tenant Parties of Hazardous Materials; and

Tenant does not cause the same to be released, by payment, bonding or otherwise, within ten (10) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released and any sums expended by Landlord in connection therewith shall be payable by Tenant on demand. Notwithstanding anything in the foregoing to the contrary, Tenant shall not be responsible for Hazardous Materials not introduced to the Premises, the Building or the Land by Tenant Parties.

(e) Tenant shall give Landlord immediate telephone notice and prompt written notice (which means as soon as practicable and, in no event, more than one (1) day following the applicable event) of any (i) spill, discharge, dumping, or other release of any Hazardous Materials (including, without limitation, the Permitted Materials) on, in, under or from the Demised Premises, the Building, or any portion of the Project, or the groundwater thereof, (ii) any oral or written notice from any governmental agency received by Tenant of any such spill, discharge, dumping, or other release of any Hazardous Materials, and (iii) any oral or written notice of any violation, warning, deficiency, non-compliance, or other alleged or actual failure by Tenant to comply strictly with any Environmental Law and/or any requirement, provision, or stipulation of any governmental permit, license, registrations, or approval.

(f) Landlord's Rights. Subject to the provisions of Section 15.2, Landlord shall have the right, but not the obligation, to enter the Demised Premises at any reasonable time upon 24 hours notice except in case of emergency (i) to confirm Tenant's compliance with the provisions of this Section, and (ii) to perform Tenant's obligations under this Section if Tenant has failed to do so after reasonable notice to Tenant. Landlord shall also have the right to engage qualified Hazardous Materials consultants to inspect the Demised Premises and review the storage, placement, handling, use or release by Tenant or its employees, contractors, sublessees, guests or visitors of Hazardous Materials, including review of all permits, reports, plans, and other documents regarding same. Tenant shall pay to Landlord on demand the reasonable costs of Landlord's consultant's fees if Tenant is found to have violated the terms of this Section 5.3 any and all reasonable costs incurred by Landlord in performing Tenant's obligations under this section. Landlord shall use reasonable efforts to minimize any interference with Tenant's business caused by Landlord's entry into the Demised Premises, but Landlord shall not be responsible for any interference caused thereby, unless such interference arises out of or is caused by the gross negligence or willful misconduct of Landlord, its employees, agents, contractors, licensees, or invitees.

(g) Tenant's Indemnification. Tenant agrees to indemnify, defend and hold harmless Landlord and its members, managers, directors, officers,

agents and employees and their partners, members, managers, directors, officers, shareholders, employees and agents from all shall mean all costs and expenses of any kind, damages, including foreseeable and unforeseeable consequential damages, fines and penalties incurred in connection with any violation of and compliance with the Environmental Laws by Tenant Parties and all losses of any kind attributable to the diminution of value, loss of use or adverse effects on marketability or use of any portion of the Demised Premises or Property by Tenant Parties and all other claims, actions, losses, damages, liabilities, costs and expenses of every kind, including reasonable attorneys', experts' and consultants' fees and costs, incurred at any time and arising from or connection with the storage, placement, handling, use or release by Tenant or its employees, contractors, sublessees, guests or visitors of Hazardous Materials at or about the Property or Tenant's failure to comply in full with all Environmental Laws with respect to the Demised Premises and the Property.

(h) Landlord shall be responsible (at Landlord's cost and expense) for any remediation (to the extent required by law) of any Hazardous Materials placed on the Premises by Landlord or Landlord's agents or contractors and existing contamination disclosed in the environmental assessments set forth on Exhibit F attached hereto.

5.4 Licenses and Permits. If any governmental license or permit shall be required for the property and lawful conduct of Tenant's business, and if the failure to secure such license or permit would in any way affect Landlord, Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant, at Tenant's expense, shall at all times comply with the terms and conditions of each such license or permit.

6. RENT

6.1 Yearly Fixed Rent. Tenant shall pay to Landlord, without any set-off or deduction, at Landlord's office, or to such other person or at such other place as Landlord may designate by notice to Tenant, the Yearly Fixed Rent set forth in Article 1. The Yearly Fixed Rent shall be paid in equal monthly installments in advance on or before the first Business Day of each calendar month during the Term of this Lease and shall be apportioned for any fraction of a month in which the Term Commencement Date or the last day of the Term of this Lease may fall.

6.2 Rent During Option Term. Yearly Fixed Rent for the five (5) year option term shall be an amount equal to the greater of (i) 95% of the fair-market rent for the first year of the option term, or (ii) 103.5% of the Yearly Fixed Rent payable (without abatement) for the last year of the original term. If the parties are unable to agree upon a fair market rent prior to ten (10) months before the commencement of the applicable option term, the matter shall be referred to

appraisal as set forth in the following sections. Yearly Fixed Rent during the option term shall increase annually commencing with the second year of the option term by three and one-half percent (3.5%) compounded annually. The term fair market rent, for purposes of this Section 6.2, shall be deemed to be the fair market rent for the Demised Premises finished to a level of completion for ready to occupy first class office space.

6.3 Appraisal. Whenever the issue of fair market rent shall be referred to appraisal, such appraisal shall be by three disinterested appraisers, one to be appointed by the Landlord, one to be appointed by the Tenant and the third to be appointed by the two appraisers so named. Within thirty (30) days after the selection of the third appraiser, the three appraisals shall be added together and their total divided by three; the resulting quotient shall be the fair market rent for the Premises. If, however, the low appraisal and/or the high appraisal are more than ten (10%) percent lower and/or higher than the middle appraisal, the low appraisal and/or high appraisal shall be disregarded, as applicable. If only one appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two; the resulting quotient shall be the fair market rent for the Premises. If both the low appraisal and the high appraisal are disregarded as stated in this paragraph, the middle appraisal shall be the fair market rent of the Premises. Each party shall pay the costs of the appraiser selected by such party, and the parties shall share equally the cost of the third appraiser. Each individual appraiser shall have at least ten years of experience in appraising fair market rents of comparable properties and shall hold one or more of the following designations: MAI of the American Institute of Real Estate Appraisers, SREA from the Society of Real Estate Appraisers or ASA from the American Society of Appraisers.

6.4 Interim Rent. If the fair market rental value per year is not determined prior to the commencement of the five year option term, the Tenant shall pay Fixed Rent as though the Fixed Rent was that Fixed Rent in effect (without abatement) during the last year of said preceding lease year period until such determination has been made. Following such determination, the Tenant shall promptly pay the Landlord the difference, if any, between the aggregate rent which would have been paid during said period and the aggregate rent actually paid. Thereafter, all rent shall be computed and paid in accordance with Section 6.2.

6.5 Taxes. Tenant shall timely file business property statements with respect to Tenant's personal property and trade fixtures and pay when due all taxes imposed on such personal property and trade fixtures. Tenant shall also pay all real estate taxes attributable to the Demised Premises being improved to a standard in excess of first class office space.

6.6 Obligations Survive Termination. All obligations and liabilities of Tenant relating to any period prior to the termination of the Term of this Lease,

including without limitation the obligation to pay any Additional Rent due pursuant to the provisions of this Article, shall survive such termination.

6.7 Payment to Mortgagee. Landlord reserves the right to provide in any Mortgage given by it or by Prime Landlord of the Property that some or all rents, issues, and profits and all other amounts of every kind payable to the Landlord under this Lease shall be paid directly to the Mortgagee for Landlord's account and Tenant covenants and agrees that it will, after receipt by it of notice from Landlord or Mortgagee designating such Mortgagee to whom payments are to be made by Tenant, pay such amounts thereafter becoming due directly to such Mortgagee until excused therefrom by notice from such Mortgagee.

6.8 Additional Rent. Tenant shall also pay as additional rent without notice, except as required under this Lease, and without any abatement, deduction or setoff except as provided herein, all sums, impositions, costs, expenses and other payments which Tenant in any of the provisions of this Lease assumes or agrees to pay, and, in case of any nonpayment thereof, Landlord shall have in addition to any other rights and remedies, all of the rights and remedies provided by law or provided for in the Lease for the nonpayment of Yearly Fixed Rent.

6.9 Place of Payment of Rent. All payments of Rent shall be made by Tenant to Landlord without notice or demand at such place as Landlord may from time to time designate in writing. The initial place for payment of rent shall be 384 Oyster Point Blvd, So. San Francisco, CA 94080. Any extension of time for the payment of any installment of rent, or the acceptance of rent after the time at which it is due and payable shall not be a waiver of the rights of Landlord to insist on having all other payments made in the manner and at the times herein specified.

6.10 Cleaning and Utilities. Tenant shall pay for all utilities used or consumed in the Demised Premises, including without limitation water, gas, electricity, sewer, telephone, and all electricity used in heating, ventilating and air conditioning the Demised Premises. In the event such utilities are not separately billed by the applicable utility supplier, Tenant shall pay its share of the amount of such bill for the entire Building as measured by submeters or check meters measuring consumption of such utilities in the Demised Premises. In addition, Tenant shall arrange for cleaning of the Tenant space in accordance with the cleaning schedule attached hereto as Exhibit B with a cleaning contractor subject to Landlord's approval, which approval shall not be unreasonably withheld. Tenant shall pay all such costs of cleaning.

7. UTILITIES AND LANDLORD'S SERVICES

7.1 Electricity. Tenant shall purchase directly from the public utility serving the Building all electrical energy that Tenant requires for operation of the lighting fixtures, appliances and equipment servicing the Demised Premises. The

costs of initially installing any required meter, submeter or check meter and related installation equipment shall be paid by Landlord. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electrical energy furnished to the Demised Premises by reason of any requirement, act or omission of the public utility serving the Building. Notwithstanding the foregoing, the design electrical capacity for the Building is 4000 amperes of electricity, and Tenant shall be entitled to the use of half of the electricity available for Tenant spaces, i.e., a minimum and a maximum of 2000 amperes. Tenant's use of electrical energy in the Demised Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effect upon the Building electrical services Tenant shall give notice to Landlord and obtain Landlord's prior written consent whenever Tenant shall connect to the Building electrical distribution system any fixtures, appliances or equipment other than lamps, typewriters, personal computers and similar small machines. Landlord's consent to the plans for Tenant's initial improvements shall, to the extent that Tenant's electrical system and loads are shown on said plans, suffice as consent for the purposes of this Section 7.1. Any feeders or risers to supply Tenant's electrical requirements, shall be installed by Landlord upon Tenant's request, at the sole cost and expense of Tenant, provided that such feeders and risers are permissible under applicable laws and insurance regulations and the installation of such feeders or risers will not cause permanent damage or injury to the Building or cause or create a dangerous condition or unreasonably interfere with other tenants of the Building. Tenant agrees that it will not make any alteration or addition to the electrical equipment in the Demised Premises without the prior written consent of Landlord in each instance first obtained, which consent will not be unreasonably withheld. Landlord, at Tenant's expense, shall purchase, install and replace all light fixtures, bulbs, tubes, lamps, lenses, globes, ballasts and switches used in the Demised Premises.

7.2 Water Charges. Landlord shall furnish cold water for ordinary cleaning, toilet, drinking purposes in accordance with Exhibit A-l and hot and cold water for lavatory purposes. Tenant shall pay for its share of water and related sewer charges in accordance with Section 6.10.

7.3 Heat and Air Conditioning. Landlord shall furnish to and distribute in the common areas of the Building heat and air conditioning as normal seasonal changes may require on Business Days from 8:00 a.m. to 6:00 p.m. and on Saturdays from 9:00 a.m. to 1:00 p.m., provided Landlord may run common area HVAC on an economy mode on Saturdays. Tenant agrees to lower and close the blinds or drapes when necessary because of the sun's position whenever the air conditioning system is in operation, and to cooperate fully with Landlord with regard to, and to abide by all the regulations and requirements which Landlord may prescribe for the proper functioning and protection of, the heating and air conditioning system. Without limiting the generality of the foregoing, all windows

in the Demised Premises must remain closed at all times notwithstanding the fact that such windows may be operable. The air conditioning system servicing the Building is designed to provide cooling based upon an occupancy of not more than one person per one hundred (100) square feet of floor area, and upon a combined lighting and standard electrical load not to exceed 3.0 watts per square foot or 2,000 amperes for the entire Demised Premises. In the event Tenant exceeds such condition or introduces into the Demised Premises equipment which overloads such system, or in any other way causes such system not to adequately perform its proper functions, supplementary systems may at Landlord's option be provided by Landlord at Tenant's expense. Tenant shall be responsible for furnishing heat and air conditioning to the Demised Premises.

7.4 Elevator Service. Landlord shall provide non exclusive passenger elevator service consisting of two (2) elevators to the Demised Premises on Business Days from 8:00 a.m. to 6:00 p.m. and on a reduced basis at all other times. Freight elevator service shall be available in common with other tenants on Business Days from 9:30 a.m. to 4:00 p.m. and at other times at reasonable charge. Tenant shall be responsible for constructing a freight elevator exclusively to serve the Demised Premises.

7.5 Cleaning. Landlord shall furnish cleaning services to the common areas of the Building substantially in accordance with the specifications attached hereto as Exhibit B and made a part hereof.

7.6 Repairs and Other Services. Except as otherwise provided in Articles 8 and 16, and subject to Tenant's obligations in Article 12 and elsewhere in this Lease, Landlord shall at Landlord's expense (a) keep and maintain the roof, exterior walls, structural floor slabs and columns of the Building in as good condition and repair as they are in on the Term Commencement Date, reasonable use and wear excepted, (b) keep and maintain in workable condition the Building's sanitary, electrical, heating, air conditioning and other systems, (c) keep all walkways on the Property clean and remove all snow and ice therefrom, (d) provide grounds maintenance to all landscaped areas, (e) arrange for the extermination of rodents and vermin in the Building (other than rodents arising out of Tenant's small animal facility), and (f) keep and maintain the parking lot adjacent to the Building in good condition and repair.

7.7 Landlord's Further Responsibilities.

(a) Landlord shall be responsible at its sole cost and expense for the removal of all trash and garbage (excluding Hazardous Materials, laboratory, biological and animal waste) from the designated containers outside of the Building.

(b) Landlord shall allow Tenant to have full access to and use of the largest conference room on the third floor of the Building up to eight (8) days per year, as reasonably agreed to in advance by Landlord and Tenant and upon payment of a reasonable fee for each such use.

(c) Landlord shall comply with all obligations imposed on it in the CCR's (defined in Section 27.12) and shall pay its share of any future costs of providing BART shuttle service.

7.8 Interruption or Curtailment of Services. Landlord reserves the right to interrupt, curtail, stop or suspend the furnishing of services and the operation of any Building system, when necessary by reason of accident or emergency, or of repairs, alterations, replacements or improvements in the reasonable judgment of Landlord desirable or necessary to be made, or of difficulty or inability in securing supplies or labor, or of strikes, or of any other cause beyond the reasonable control of Landlord, whether such other cause be similar or dissimilar to those hereinabove specifically mentioned, until said cause has been removed. Landlord shall use reasonable efforts to minimize interruption to Tenant by any such interruption or curtailment of services. Landlord shall have no responsibility or liability for any such interruption, curtailment, stoppage, or suspension of services or systems, except that Landlord shall exercise reasonable diligence to eliminate the cause of same. Notwithstanding the foregoing, if utilities or Building services are interrupted due to the fault of Landlord (Tenant acknowledging that Landlord shall have no responsibility for failure of municipal or public utility suppliers to supply utilities to the Building), and such disruption continues for more than seven (7) days, rent shall abate if the Demised Premises are unusable and Tenant in fact vacates the Demised Premises.

8. CHANGES OR ALTERATIONS BY LANDLORD

Landlord reserves the right, exercisable by itself or its nominee, including without limitation Prime Landlord, at any time and from time to time without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor or otherwise affecting Tenant's obligations under this Lease, to make such changes, alterations, additions, improvements, repairs or replacements in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators, and stairways thereof, as it may deem necessary or desirable, and to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Building, provided, however, that there be no unreasonable obstruction of the right of access to, or unreasonable interference with the use and enjoyment of, the Demised Premises by Tenant, except that Landlord shall not be obligated to employ labor at so-called "over-time" or other premium pay rates. Nothing contained in this Article shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant with respect to making or causing to be made

any repair, replacement or improvement or complying with any law, order or requirement of any governmental or other authority. Landlord reserves the right to prior to the Commencement Date create two (2) addresses for the Building. Neither this Lease nor any use by Tenant shall give Tenant any right or easement or the use of any door or any passage or any concourse connecting with any other building or to any public convenience, and the use of such doors, passages and concourses and of such conveniences may be regulated or discontinued at any time and from time to time by Landlord without notice to Tenant and without affecting the obligations of Tenant hereunder or incurring any liability to Tenant therefor.

9. FIXTURES, EQUIPMENT AND IMPROVEMENTS — REMOVAL BY TENANT

All fixtures, equipment, leasehold improvements and appurtenances attached to or built into the Demised Premises prior to or during the Term, whether by Landlord at its expense or at the expense of Tenant (either or both) or by Tenant shall be and remain part of the Demised Premises and shall not be removed by Tenant at the end of the Term unless otherwise expressly provided by notice from Landlord to Tenant. Upon the request of Landlord, Tenant will remove such fixtures, equipment, leasehold improvements and appurtenances as are directed by Landlord and shall restore any damage caused by such removal. Notwithstanding the foregoing to the contrary, Tenant may, in connection with the initial Tenant improvements or any other fixtures, alterations or additions to the Demised Premises, upon presentation of detailed plans and specifications therefor, request in writing that Landlord advise Tenant which of said improvements, alterations or additions Landlord will require Tenant to remove at the end of the Term. Landlord shall advise Tenant in writing within thirty (30) days after receipt of such written request and the accompanying plans and specifications. If Landlord shall, in said written notice, require Tenant to remove an item at the end of the Term, Landlord shall have the right to rescind that decision and require Tenant to leave said item in place at the end of the Term by subsequent written notice to Tenant. Tenant shall remove the fixtures and equipment on Exhibit H and shall remediate all environmental contamination and Hazardous Materials associated with said items. All such removal shall be done in a good and workmanlike manner, and Tenant shall repair and restore any damage to the Building caused by such removal. In addition, any duct work, controls and rooftop exhaust equipment associated with the exhaust hoods must also be removed. Tenant shall structurally in-fill patch, flash and cap the roof to a weather-tight condition consistent with the four-ply built-up construction so as not to void the roof warranty. The in-wall and above ceiling copper and plastic piping associated with the vacuum compressed air or DI system and any specialty gas piping must be removed and remediated if any of the same is shown to be contaminated as provided in the environmental inspection of the Demised Premises made pursuant to Section 5.3(b). Any contaminated rooftop HVAC units and associated duct work shall also require removal at the Landlord’s discretion. Also, office workstations must be removed and remediated.

10. ALTERATIONS AND IMPROVEMENTS BY TENANT

Tenant shall make no alterations, decorations, installations, removals, additions or improvements in or to the Demised Premises without Landlord's prior written consent and then only by contractors or mechanics approved by Landlord. No such installations or other work shall be undertaken or begun by Tenant until Landlord has approved written plans and specifications therefor; and no amendments or additions to such plans and specifications shall be made without prior written consent of Landlord. Such approval shall not be unreasonably withheld provided such installations or work are non-structural, do not affect the exterior of the Building, and do not interfere with or impair utilities and systems in the Building. Notwithstanding the foregoing, Landlord's consent shall not be required for any alteration, addition or improvement that either (a) costs leas than Twenty-Five Thousand Dollars ($25,000.00) or (b) satisfies all of the following criteria: (i) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting, (ii) is not visible from the exterior of the Premises or Building, and (iii) will not affect the systems or structure of the Building, provided, however, in any such instance Tenant provides plans and specifications for such work not less than ten (10) days before commencing such work. Any such alterations, decorations, installations, removals, additions and improvements shall be done at the sole expense of Tenant and at such times and in such manner as Landlord may from time to time reasonably designate. Subject to the terms of Section 9 herein, if Tenant shall make any alterations, decorations, installations, removals, additions or improvements, then Landlord may elect to require Tenant at the expiration of this Lease to restore the Demised Premises to substantially the same condition as existed at the Term Commencement Date.

11. TENANT'S CONTRACTORS — MECHANICS' AND OTHER LIENS — STANDARD OF TENANT'S PERFORMANCE — COMPLIANCE WITH LAWS

Whenever Tenant shall make any alterations, decorations, installations, removals, additions or improvements or do any other work in or to the Demised Premises, Tenant will strictly observe the following covenants and agreements:

(a) In no event shall any material or equipment be incorporated in or added to the Demised Premises in connection with any such alteration, decoration, installation, addition or improvement which is subject to any lien, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any security interest or any form of title retention agreement. Any mechanic's lien filed against the Demised Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant shall be discharged by Tenant within twenty (20) days thereafter, at the expense of Tenant, by filing the bond required by law or otherwise. If

Tenant fails so to discharge any lien, Landlord may do so at Tenant's expense and Tenant shall reimburse Landlord for any expense or cost incurred by Landlord in so doing within fifteen (15) days after rendition of a bill therefor.

(b) All installations or work done by Tenant under this or any other Article of this Lease shall be at its own expense (unless expressly otherwise provided) and shall at all times comply with (i) laws, rules, orders and regulations of governmental authorities having jurisdiction thereof and (ii) plans and specifications prepared by and at the expense of Tenant theretofore submitted to Landlord for its prior written approval.

(c) Tenant shall procure all necessary permits before undertaking any work in the Demised Premises; do all such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements, and defend, save harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by or growing out of such work.

(d) Tenant shall notify Landlord no later than ten (10) days prior to starting work on any alterations so that Landlord shall have the opportunity to post a "Notice of nonresponsibility" at the Demised Premises and record said notice in the county in which, the Property is located pursuant to California Civil Code Section 3094.

(e) all contractors and subcontractors shall be approved by Landlord, which approval shall not be unreasonably withheld, and all work by Tenant shall be performed by such contractors and subcontractors and in such manner as to maintain harmonious labor relations.

12. REPAIRS BY TENANT

Tenant, at its expense, shall keep or cause to be kept, all and singular, the Demised Premises in good repair, order and condition, reasonable use and wear thereof and damage by fire or by unavoidable casualty excepted. Without limiting the generality of the foregoing, Tenant shall keep all interior windows and other glass whole, and shall replace the same whenever broken with glass of the same quality and shall repair or replace all exterior windows if damaged by neglect or wrongdoing of Tenant. Tenant hereby waives the benefits of California Civil Code Section 1932(1).

13. INSURANCE, INDEMNIFICATION, EXONERATION AND EXCULPATION

13.1 Tenant's Insurance

(a) Liability Insurance. Tenant shall maintain in full force throughout the Term commercial general liability and property damage

insurance providing coverage on an occurrence form basis with limits of not less than Five Million Dollars ($5,000,000.00) each occurrence for bodily injury and property damage combined, Five Million Dollars ($5,000,000.00) annual general aggregate, and Five Million Dollars ($5,000,000.00) products and completed operations (if applicable) annual aggregate. Tenant's liability insurance policy or policies shall: (i) include premises and operations liability coverage, automobile, products and completed operations liability coverage (if applicable), broad form property damage coverage including completed operations (if applicable), blanket contractual liability coverage with, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant's use or occupancy of the Premises or the Property; and (v) extend coverage to cover liability for the actions of Tenant's employees, contractors, sublessees, guests and visitors. Tenant's required insurance may be maintained by a combination of underlying and "umbrella" coverage.

(b) Leasehold Improvements Personal Property Insurance. Tenant shall at all times maintain in effect with respect to Tenant's leasehold improvements and fixtures, equipment and personal property located at or within the Demised Premises, builder's risk and commercial property insurance providing coverage, at a minimum, for "broad form" perils, to the extent of 100% of the full replacement cost of covered property. Tenant may carry such insurance under a blanket policy, provided that such policy provides equivalent coverage to a separate policy. During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of such leasehold improvements, fixtures, equipment and personal property so insured. Landlord shall be provided coverage under such insurance to the extent of its insurable interest and, if requested by Landlord, both Landlord and Tenant shall sign all documents reasonably necessary or proper in connection with the settlement of any claim or loss under such insurance. Landlord shall have no obligation to carry insurance on any such Tenant's leasehold improvements or on Tenant's fixtures, equipment or personal property.

(c) Workmen's Compensation Insurance. Tenant shall maintain worker's compensation insurance as required by law and employer's liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000).

(d) Business Interruption/Extra Expense Insurance. Tenant shall maintain loss of income, business interruption and extra expense insurance

in such amounts as will reimburse Tenant for direct or indirect loss of earnings and incurred costs attributable to the perils commonly covered by Tenant's property insurance described above but in no event less than One Million Five Hundred Thousand Dollars ($1,500,000.00). Such insurance shall be carried with the same insurer that issues the insurance for the personal property.

(e) Other Coverage. Tenant, at its cost, shall maintain such other insurance as Landlord may reasonably require from time to time, but in no event may Landlord require any other insurance which is (i) not then being required of comparable tenants leasing comparable amounts of space in comparable buildings in the vicinity of the Building or (ii) not then available at commercially reasonable rates.

(f) Insurance Criteria. Each policy of insurance required under this Section shall: (i) be in a form, and written by an insurer, reasonably acceptable to Landlord, (ii) be maintained at Tenant's sole cost and expense, and (iii) require at least thirty (30) days' written notice to Landlord prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A" or better and financial size category ratings of "XIII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies shall be licensed to do business in the State of California. Any deductible amount under such insurance shall not exceed maximum deductible amounts currently required under similar leases for buildings in the vicinity of the Building, with Tenant having the burden of proof. Tenant shall provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this Section, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid.

(g) Increase in Amount of Insurance. Tenant shall increase the amounts of insurance as required by any Mortgagee, and, not more frequently than once every three (3) years, as recommended by Landlord's insurance broker, if, in the reasonable opinion of either of them, the amount of insurance then required under this Lease is not adequate. Any limits set forth in this Lease on the amount or type of coverage required by Tenant's insurance shall not limit the liability of Tenant under this Lease.

(h) Insurance Provisions. Each policy of liability insurance required by this Section shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord or Prime Landlord covering the same loss; (iii) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, Prime Landlord,

their officers, directors, shareholders, members, property managers and mortgagees; and (iv) name Prime Landlord, Mortgagees, Landlord, their officers, directors, employees, shareholders, members, property managers and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, as additional insureds. Such additional insureds shall be provided the same extent of coverage as provided to Tenant under such policies. All endorsements affecting such additional insured status shall be acceptable to Landlord and shall be at least as broad as additional insured endorsement form number CG 20 11 11 85 promulgated by the Insurance Services Office.

(i) Evidence of Coverage. Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to the expiration of any policy thereafter, Tenant shall furnish to Landlord a certificate of insurance reflecting that the insurance required by this Section is in force accompanied by an endorsement showing the required additional insureds satisfactory to Landlord in substance and form. Notwithstanding the requirements of this paragraph, Tenant shall, at Landlord's request, provide to Landlord within a commercially reasonable time a certified copy of each insurance policy required to be in force at any time pursuant to the requirements of this Lease or its Exhibits. Tenant's failure to furnish Landlord with such certificates of insurance within a reasonable time (not to exceed ten (10) days) after Landlord's request shall be deemed a material default under this Lease.

13.2 General. Tenant will save Landlord harmless, and will exonerate and indemnify Landlord and Prime Landlord, from and against any and all claims, liabilities, penalties, damages or expenses (including without limitation reasonable attorneys' fees) asserted against or incurred by Landlord or Prime Landlord:

(a) on account of or based upon any injury to person, or loss of or damage to property sustained or occurring on the Demised Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever (other than Landlord, Prime Landlord or their agents, contractors or employees);

(b) on account of or based upon any injury to person or loss of or damage to property, sustained or occurring elsewhere (other than on the Demised Premises) in or about the Building (and, in particular, without limiting the generality of the foregoing on or about the elevators, stairways, public corridors, sidewalks, roof, or other appurtenances and facilities used in connection with the Building or Demised Premises) arising out of the use or occupancy of the Building or Demised Premises by Tenant, or any person claiming by, through or under Tenant;

(c) on account of or based upon (including moneys due on account of) any work or thing whatsoever done (other than by Landlord, Prime Landlord or their contractors, or agents or employees of any such party) in the Demised Premises during the Term of this Lease and during the period of time, if any, prior to the Term Commencement Date that Tenant may have been given access to the Demised Premises; and

(d) on account of or resulting from the failure of Tenant to perform and discharge any of its covenants and obligations under this Lease;

and, in case any action or proceeding be brought against Landlord or Prime Landlord by reason of any of the foregoing, Tenant upon notice from Landlord shall at Tenant's expense resist or defend such action or proceeding and employ counsel therefor reasonably satisfactory to Landlord, it being agreed that such counsel as may act for insurance underwriters of Tenant engaged in such defense shall be deemed satisfactory.

13.3 Property of Tenant. In addition to and not in limitation of the foregoing, and subject only to provisions of applicable law, Tenant covenants and agrees that all merchandise, furniture, fixtures and property of every kind, nature and description which may be in or upon the Demised Premises or elsewhere on the Property during the Term of this Lease, shall be at the sole risk and hazard of Tenant, and that if the whole or any part thereof shall be damaged, destroyed, stolen or removed from any cause or reason whatsoever other than the negligence or misconduct of Landlord or Prime Landlord or their contractors, or agents or employees of any such party, no part of said damage or loss shall be charged to, or borne by Landlord or Prime Landlord.

13.4 Bursting of Pipes, etc. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, seismic events, earthquakes, falling plaster or tiles, steam, gas, electricity, electrical disturbance, water, rain or snow or leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or caused by any other cause of whatever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees; nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Demised Premises or elsewhere in the Building.

13.5 Landlord's Insurance. Landlord shall, at its sole expense, carry so-called "all risk" full replacement cost casualty insurance on the Building (exclusive of Tenant's leasehold improvements, fixtures and equipment).

14. ASSIGNMENT, MORTGAGING, SUBLETTING, ETC.

14.1 Generally. Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber this Lease or any interest of Tenant therein, in the whole or in part of the Premises or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord and Landlord's mortgagee. Except in connection with a public stock offering, a transfer of any of Tenant's stock or a transfer or change of control of Tenant (if Tenant is a corporation), or a change in the composition of persons or entities owning any interest in Tenant (if Tenant is not a corporation), or any transfer of Tenant's interest in the Lease by operation of law or by merger or consolidation of Tenant with or into any other entity, firm or corporation, shall be deemed an assignment for purposes of this Article 14. Notwithstanding anything to the contrary in this Lease, except with respect to Corporate Transfers (hereinafter defined) to a Competitor (as defined in Section 14.2), Tenant shall not be required to obtain Landlord's consent, and the terms of Sections 14.2 and 14.3 of this Lease shall not apply, to any transfer of Tenant's stock or a transfer or change of control of Tenant or other transfer to an entity which controls, is controlled by or is under common control with Tenant or any successor to Tenant or which succeeds to substantially all of Tenant's assets and business by merger, consolidation, reorganization or purchase or in connection with an initial public offering (collectively referred to as "Corporate Transfers"). Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of such Corporate Transfer. As used herein, the terms "controlled" or "controls" or "control" shall mean ownership of at least fifty-one percent (51%) of voting control of the relevant entity.

14.2 Landlord's Options. In connection with any request by Tenant for Landlord's consent to assignment or subletting, Tenant shall submit to Landlord in writing ("Tenant's Sublease Notice") (i) the name of the proposed assignee or subtenant, (ii) such information as to its financial responsibility and standing as Landlord may reasonably require, and (iii) all of the terms and provisions upon which the proposed assignment or subletting is to be made. Within ten (10) business days after receipt from Tenant of Tenant's Sublease Notice and receipt of the information required hereunder, Landlord shall have the following options: (a) reasonably withholding its consent if the proposed sublease is at least 10,000 rentable square feet, or if the proposed sublease is less than 10,000 rentable square feet, withholding consent in its sole and absolute discretion; (b) withholding consent if the proposed assignee or sublessee is a "Competitor" (as that term is hereinafter defined); (c) if the request is made after the third (3rd) anniversary of the commencement of the Term and is to sublet a portion of the Premises, to elect to match said offer and sublease the Demised Premises or relevant portion thereof on the same terms and conditions as set forth in Tenant's Sublease Notice; (d) if the request is made after the third (3rd) anniversary of the commencement of the Term and is to assign this Lease or sublet all of the Premises, elect to match said offer

and accept an assignment of this Lease on the same terms and conditions set forth in Tenant's Sublease Notice, or (e) consenting to the proposed assignment or such leasing. The term "Competitor," as used herein shall mean any person or entity engaged in the manufacture or sale of instruments for DNA sequencing or amplification, including, without limitation, the following businesses and any affiliates, subsidiaries, parents or successors thereto: PE Corp., Applera Corporation, PE Biosystems, Inc., Applied Biosystems, Inc., Celera Genomics, Inc., Celera Genomics Group, F. Hoffmann-LaRoche Ltd., Hoffmann-LaRoche, Inc., Roche Diagnostics Corporation, Roche Molecular Systems, Inc., Amersham Pharmacia Biotech, Ltd., Molecular Dynamics, Inc., Perkin Elmer Corporation, Strategene, Hybade Ltd., Ericomp, Techne Corporation, MWG Biotech AG, Whatman Biometra, Labreco, Inc., Bio-Rad Laboratories, Inc., and Cepheid. In the event Landlord shall exercise either option (c) or (d) above, Tenant shall sublease the Demised Premises or relevant portion thereof or assign this Lease to Tenant upon the terms and conditions set forth in said Tenant's Sublease Notice. In the event Landlord elects to match this offer in Tenant's Sublease Notice as set forth in clause (d) above, Tenant shall remain responsible for removal of leasehold improvements and equipment as required in Sections 9 and 10 at the end of the Term or earlier termination of this Lease.

14.3 Conditions. Any subletting or assignment pursuant to this Article shall be subject to and conditioned upon the following:

(a) at the time of any proposed subletting or assignment, Tenant shall not be in default under any of the terms, covenants, or conditions of this Lease beyond applicable grace periods;

(b) the sublessee or assignee shall conduct its business in accordance with the Permitted Use;

(c) prior to occupancy, Tenant and its assignee or sublessee shall execute, acknowledge and deliver to Landlord a fully executed counterpart of a written assignment of lease or a written sublease, as the case may be, by the terms of which:

(1) in case of an assignment of this Lease in its entirety, Tenant shall assign to such assignee Tenant's entire interest in this Lease, together with all prepaid rents hereunder, and the assignee shall accept said assignment and assume and agree to perform directly for the benefit of Landlord, all of the terms, covenants and conditions of this Lease on Tenant's part to be performed; or

(2) in case of a subletting, the sublessee thereunder shall agree to be bound by and to perform all of the terms, covenants and conditions of this Lease on the Tenant's part to be performed, except

the payments of rents, charges and other sums reserved hereunder, which Tenant shall continue to be obligated to pay and shall pay to Landlord;

(d) Tenant shall pay to Landlord monthly one-half of the excess of the rents and other charges received by Tenant pursuant to the assignment or sublease over the rents and other charges reserved to Landlord under this Lease attributable to the space assigned or sublet, less the reasonable costs and expenses of subleasing and less the unamortized cost of Tenant's leasehold improvements (but not trade fixtures or equipment) paid for by Tenant, which cost shall be amortized over a ten year basis commencing on the Term Commencement Date;

(e) Tenant and any guarantor of Tenant's obligations hereunder (hereinafter "Guarantor") shall acknowledge that, notwithstanding such assignment or sublease and consent of Landlord thereto, Tenant and Guarantor shall not be released or discharged from any liability whatsoever under this Lease and will continue to be liable with the same force and effect as though no assignment or sublease had been made; and

(f) Tenant shall pay Landlord's reasonable costs including but not limited to attorney's fees and Landlord's administrative and overhead costs, incurred in connection with each such assignment or subletting.

14.4 Landlord's Consent. Landlord shall not unreasonably withhold its consent to a sublease of at least 10,000 rentable square feet or assignment pursuant to the preceding Section 14.1, subject to Landlord's options in subclauses (c) and (d) of Section 14.2. If Landlord elects to pursue its option under Section 14.2 to match the terms of Tenant's Sublease Notice, this Section 14.4 is not relevant. Landlord's failure to consent shall be deemed unreasonable if the conditions set forth in Subsections 14.3(a)-(f) are met, Landlord's Mortgagee has consented thereto and if:

(a) The proposed assignment or subletting is made to a party other than a Competitor; or

(b) The proposed assignee or subtenant has a good credit rating, which shall be at least equal to that of Tenant as of the Term Commencement Date, and demonstrable ability to comply with the terms and conditions of this Lease, a good reputation in the community, and the proposed use by such subtenant or assignee (even though Permitted Use) could not in Landlord's reasonable opinion be expected to detract from the character of the Building at the time of the proposed assignment or sublease.

14.5 No Waiver. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent of Landlord to any further assignment or subletting for the use of all or any

part of the Premises, nor shall the collection of rent by Landlord from any assignee, sublessee or other occupant after default by Tenant be deemed a waiver of this covenant or the acceptance of such assignee, sublessee or occupant as tenant or a release of Tenant from the further performance by Tenant of the obligations in this Lease on Tenant's part to be performed.

15. MISCELLANEOUS COVENANTS

15.1 Rules and Regulations. Tenant and Tenant's servants, employees, agents, visitors and licensees will faithfully observe such Rules and Regulations as are attached hereto as Exhibit C and made a part hereof or as Landlord hereafter at any time or from time to time may make and may communicate in writing to Tenant and which in the reasonable judgment of Landlord shall be necessary for the reputation, safety, care or appearance of the Property, or the preservation of good order therein, or the operation or maintenance of the Property, or the equipment thereof, or the comfort of tenants or others in the Building, provided, however, that in the case of any conflict between the provisions of this Lease and any such Rules and Regulations, the provisions of this Lease shall control, and provided further that nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce such Rules and Regulations or the terms, covenants or conditions in any other lease as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors, invitees or licensees.

15.2 Access to Premises. Tenant shall: (i) permit Landlord to erect, use and maintain pipes, ducts and conduits in and through the Demised Premises, provided the same do not materially reduce the floor area or materially adversely affect the appearance thereof; (ii) permit the Landlord and any Mortgagee to have free and unrestricted access to and to enter upon the Demised Premises at all reasonable hours (upon 24 hours prior notice except in case of emergency) for the purposes of inspection or of making repairs, replacements or improvements in or to the Demised Premises or the Building or equipment (including, without limitation, sanitary, electrical, heating, air conditioning or other systems) or of complying with all laws, orders and requirements of governmental or other authority or of exercising any right reserved to Landlord by this Lease (including the right during the progress of any such repairs, replacements or improvements or while performing work and furnishing materials in connection with compliance with any such laws, orders or requirements to take upon or through, or to keep and store within, the Demised Premises all necessary materials, tools and equipment); and (iii) permit Landlord, at reasonable times and upon 24 hours prior notice, to show the Demised Premises during ordinary business hours to any Mortgagee, prospective purchaser of any interest of Landlord in the Property, prospective Mortgagee, or prospective assignee of any Mortgage, and during the period of twelve months next preceding the Termination Date to any person contemplating the leasing of the Demised Premises or any part thereof. If Tenant shall not be

personally present to open and permit any entry into the Demised Premises at any time when for any reason an entry therein shall be necessary or permissible pursuant to the terms of this Lease or by law, Landlord or Landlord's agents must nevertheless be able to gain such entry by contacting a responsible representative of Tenant, whose name, address and telephone number shall be furnished by Tenant. Provided that Landlord shall not be obligated to employ labor at so-called "over-time" or other premium pay rates, Landlord shall exercise its rights of access to the Demised Premises permitted under any of the terms and provisions of this Lease in such manner as to minimize to the extent practicable interference with Tenant's use and occupation of the Demised Premises. Notwithstanding the foregoing, any entry (other than in case of emergency) by Landlord, any Mortgagee or any of their agents or representatives shall be subject to Tenant's reasonable security requirements, including but not limited to the requirement that a representative of Tenant accompany such parties when in certain parts of the Demised Premises.

15.3 Accidents to Sanitary and other Systems. Tenant shall give to Landlord prompt notice of any fire or accident in the Demised Premises or in the Building and of any damage to, or defective condition in, any part or appurtenance of the Building's sanitary, electrical, heating and air conditioning or other systems located in, or passing through, the Demised Premises.

15.4 Signs, Blinds and Drapes. Tenant shall not place any signs on the exterior of the Building (except as provided in Section 27.11) or on or in any window, public corridor or door visible from the exterior of the Demised Premises. No drapes or blinds may be put on or in any exterior window nor may any Building drapes or blinds be removed by Tenant.

15.5 Estoppel Certificate. Tenant shall at any time and from time to time upon not less than ten business (10) days' prior notice by Landlord, Prime Landlord or by a Mortgagee to Tenant, execute, acknowledge and deliver to the party making such request a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which Rent has been paid in advance, if any, and stating whether or not to the actual knowledge and belief of the signer of such certificate Landlord is in default in performance of any covenant, agreement, term, provisions or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of any interest in the Property, any Mortgagee or prospective Mortgagee, any lessee or prospective lessee thereof, any prospective assignee of any Mortgage, or any other party designated by Landlord. The form of any such estoppel certificate requested by a Mortgagee shall be reasonably satisfactory to such Mortgagee.

15.6 Requirements of Law — Fines and Penalties. Tenant at its sole expense shall comply with all laws, rules, orders and regulations of Federal, State, County and Municipal Authorities and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to and arising out of Tenant's use or occupancy of the Demised Premises. If Tenant receives notice of any violation of law, ordinance, order or regulation applicable to the Demised Premises, it shall give prompt notice thereof to Landlord. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the Demised Premises, including without limitation all such requirements applicable to removing barriers, furnishing auxiliary aids and ensuring that, whenever alterations are made, the affected portions of the Demised Premises are readily accessible to and usable by individuals with disabilities. Notwithstanding anything in the foregoing to the contrary, if the requirement of additional work in the Demised Premises is caused by governmental action solely as result of work being done by Landlord in parts of the Building other than the Demised Premises, then Landlord shall be responsible for the cost of such ADA work. Conversely, if additional ADA work in the Building is caused by governmental action solely as a result of work in the Demised Premises by Tenant, then Tenant shall be responsible for the cost of such ADA work.

15.7 Tenant's Acts — Effect on Insurance. Tenant shall not do or permit to be done any act or thing upon the Demised Premises or elsewhere in the Building which will invalidate or be in conflict with any insurance policies covering the Building and the fixtures and property therein and shall not do, or permit to be done, any act or thing upon the Demised Premises which shall subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being conducted on the Demised Premises or for any other reason. Subject to the terms of this Lease and except as otherwise specifically set forth to the contrary herein, Tenant at its own expense shall comply with all applicable provisions of the California Health and Safety Code and all regulations promulgated thereunder and with all rules, orders, regulations or requirements of the underwriter(s) of the fire and other hazard insurance for the Property and the Demised Premises and shall not do, or permit anything to be done, in or upon the Demised Premises, or bring or keep anything therein, that is not permitted by the City of South San Francisco Fire Department, or other authority having jurisdiction, and then only in such quantity and manner of storage as will not increase the rate for any insurance applicable to the Building. If by reason of failure of Tenant to comply with the provisions hereof the insurance rate applicable to any policy of insurance shall at any time thereafter be higher than it otherwise would be, then Tenant shall reimburse Landlord for that part of any insurance premiums thereafter paid by Landlord, which shall have been charged because of such failure by Tenant.

15.8 Miscellaneous. Tenant shall not suffer or permit the Demised Premises or any fixtures, equipment or utilities therein or serving the same, to be overloaded, damaged or defaced.

16. DAMAGE BY FIRE, ETC.

In the event of loss of, or damage to, the Demised Premises or the Building by fire or other casualty, the rights and obligations of the parties hereto shall be as follows:

(a) If the Demised Premises, or any part thereof, shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord, and Landlord, upon receiving such notice and the insurance proceeds for such casualty, shall proceed in a commercially reasonable manner, subject to unavoidable delays, to repair, or cause to be repaired, such damage to the extent hereinafter provided. Landlord shall be responsible to restore only to the "cold shell" condition as set forth on Exhibit A-l, and Tenant shall be responsible for restoration of all leasehold improvements beyond such cold shell. If the Demised Premises or any part thereof shall be rendered untenantable by reason of such damage, whether to the Demised Premises or to the Building, Yearly Fixed Rent shall proportionately abate for the period from the date of such damage to the date when such damage shall have been repaired by Landlord to the condition set forth on Exhibit A-l.

(b) If, as a result of fire or other casualty, the whole or a substantial portion of the Building is rendered untenantable and the nature and extent of the damage is such that in Landlord's opinion, taking into account a reasonable time for adjusting loss and obtaining plans and permits for restoration, the Demised Premises cannot be made tenantable within 180 days after such event, Landlord, within ninety (90) days from the date of such fire or casualty, may terminate this Lease by notice to Tenant, specifying a date not less than thirty (30) nor more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. If Landlord does not so elect to terminate this Lease, then Landlord shall (to the extent that proceeds of insurance required to be carried by Landlord, net of any portion thereof retained by a Mortgagee, are made available for such purpose) proceed with diligence to repair the damage to the Demised Premises and all facilities serving the same, if any, which shall have occurred, and the Yearly Fixed Rent shall meanwhile proportionately abate, all as provided in Paragraph (a) of this Section. However, if such damage is not repaired and the Demised Premises restored to substantially the same condition as they were prior to such damage within one (1) year from the date of such damage, Tenant within thirty (30) days from the expiration of such one (1) year period or from the expiration of any extension thereof by reason of unavoidable delays as hereinafter provided, may terminate this Lease by

notice to Landlord, specifying a date not more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. The period within which the required repairs may be accomplished shall be extended by the number of days, lost as a result of unavoidable delays, which term shall be defined to include all delays referred to in Article 24.

(c) If the Demised Premises shall be rendered untenantable by fire or other casualty during the last two (2) years of the Term of this Lease, Landlord may terminate this Lease effective as of the date of such fire or other casualty upon notice to Tenant given within ninety (90) days after such fire or other casualty. Notwithstanding the foregoing to the contrary, in the event Landlord exercises the foregoing termination right, if Tenant has available to it the option to extend and validly exercises said option, Tenant may defeat said termination notice by the valid exercise of said option term so as to add an additional five years on to the Term of this Lease.

(d) Landlord shall not be required to repair or replace any of Tenant's leasehold improvements, fixtures, business machinery, equipment, cabinet work, furniture, personal property or other installations (all of which shall, however, be restored by Tenant within a reasonable time after Landlord shall have completed any repair or restoration required under the terms of this Article), and no damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Demised Premises or of the Building.

(e) The provisions of this Article shall be considered an express agreement governing any instance of damage or destruction of the Building or the Demised Premises by fire or other casualty, and any law now or hereafter in force providing for such a contingency in the absence of express agreement shall have no application.

(f) In the event of any termination of this Lease pursuant to this Article, the Term of this Lease shall expire as of the effective termination date as fully and completely as if such date were the date originally fixed herein for the end of the Term of this Lease. Tenant shall have access to the Demised Premises for a period of fifteen (15) days after the date of termination in order to remove Tenant's personal property.

(g) Landlord's Architect's certificate, given in good faith, shall be deemed conclusive of the statements therein contained and binding upon Tenant with respect to the performance and completion of any repair or restoration work undertaken by Landlord pursuant to this Article or Article 18.

17. WAIVER OF SUBROGATION

In any case in which Tenant shall be obligated under any provision of this Lease to pay to Landlord or Prime Landlord any loss, cost, damage, liability, or expense suffered or incurred by Landlord or Prime Landlord, Landlord shall allow to Tenant as an offset against the amount thereof (i) the net proceeds of any insurance collected by Landlord for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate the policy or policies under which such proceeds were payable and (ii) if such loss, cost, damage, liability or expense shall have been caused by a peril against which Landlord has agreed to procure insurance coverage under the terms of this Lease, the amount of such insurance coverage, if not actually procured by Landlord.

In any case in which Landlord or Prime Landlord shall be obligated under any provision of this Lease to pay to Tenant any loss, cost, damage, liability or expense suffered or incurred by Tenant, Tenant shall allow to Landlord as an offset against the amount thereof (i) the net proceeds of any insurance collected by Tenant for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate the policy or policies under which such proceeds were payable and (ii) if such loss, cost, damage, liability or expense shall have been caused by a peril against which Tenant has agreed to procure insurance coverage under the terms of this Lease, the amount of such insurance coverage, if not actually procured by Tenant.

The parties hereto shall each endeavor to procure an appropriate clause in, or endorsement on, any fire or extended coverage insurance policy covering the Demised Premises and the Building and personal property, fixtures and equipment located thereon or therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery, and having obtained such clauses and/or endorsements of waiver of subrogation or consent to a waiver of right of recovery each party hereby agrees that it will not make any claim against or seek to recover from the other for any loss or damage to its property or the property of others resulting from fire or other perils covered by such fire and extended coverage insurance; provided, however, that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses and/or endorsements or clauses and/or endorsements consenting to a waiver of right of recovery and shall be co-extensive therewith. If either party may obtain such clause or endorsement only upon payment of an additional premium, such party shall promptly so advise the other party and shall be under no obligation to obtain such clause or endorsement unless such other party pays the premium.

18. CONDEMNATION — EMINENT DOMAIN

In the event that the whole or more than 40% of the Building shall be taken or appropriated by eminent domain or shall be condemned for any public or quasi-public use, or (by virtue of any such taking, appropriation or condemnation) shall suffer any damage (direct, indirect or consequential) for which Landlord or Tenant shall be entitled to compensation then (and in any such event) this Lease and the Term hereof may be terminated at the election of Landlord by a notice in writing of its election so to terminate which shall be given by Landlord to Tenant within sixty (60) days following the date on which Landlord shall have received notice of such taking, appropriation or condemnation. In the event that more than fifty percent (50%) of the floor area of the Demised Premises or a substantial part of the means of access thereto within the perimeter of the Property so as to substantially interfere with the use of the Demised Premises shall be so taken, appropriated or condemned, then (and in any such event) this Lease and the Term hereof may be terminated at the election of Tenant by a notice in writing of its election so to terminate which shall be given by Tenant to Landlord within sixty (60) days following the date on which Tenant shall have received notice of such taking, appropriation or condemnation. Tenant hereby waives the benefits of California Code of Civil Procedure Section 12165.130.

Upon the giving of any such notice of termination (either by Landlord or Tenant) this Lease and the Term hereof shall terminate on or retroactively as of the date on which Tenant shall be required to vacate any part of the Demised Premises or shall be deprived of a substantial part of the means of access thereto, provided, however, that Landlord may in Landlord's notice elect to terminate this Lease and the Term hereof retroactively as of the date on which such taking, appropriation or condemnation became legally effective. In the event of any such termination, this Lease and the Term hereof shall expire as of the effective termination date as fully and completely as if such date were the date originally fixed herein for the end of the Term of this Lease. If neither party (having the right so to do) elects to terminate Landlord will, with reasonable diligence and at Landlord's expense, restore the remainder of the Demised Premises, or the remainder of the means of access thereto, as nearly as practicably may be to the same condition as obtained prior to such taking, appropriation or condemnation in which event (i) a just proportion of the Yearly Fixed Rent, according to the nature and extent of the taking, appropriation or condemnation and the resulting permanent injury to the Demised Premises and the means of access thereto, shall be permanently abated, and (ii) a just proportion of the remainder of the Yearly Fixed Rent, according to the nature and extent of the taking, appropriation or condemnation and the resultant injury sustained by the Demised Premises and the means of access thereto, shall be abated until what remains of the Demised Premises and the means of access thereto shall have been restored as fully as may be possible for permanent use and occupation by Tenant hereunder. Except for any award specifically reimbursing Tenant for moving or relocation expenses and Tenant's moveable personal property

(but not leasehold improvements), there are expressly reserved to Landlord all rights to compensation and damages created, accrued or accruing by reason of any such taking, appropriation or condemnation, in implementation and in confirmation of which Tenant does hereby acknowledge that Landlord shall be entitled to receive and retain all such compensation and damages, grants to Landlord all and whatever rights (if any) Tenant may have to such compensation and damages, and agrees to execute and deliver all and whatever further instruments of assignment as Landlord may from time to time request. In the event of any taking of the Demised Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby, and (ii) Tenant shall be entitled to receive for itself any award made for such use, provided, that if any taking is for a period extending beyond the Term of this Lease, such award shall be apportioned between Landlord and Tenant as of the Termination Date.

19. DEFAULT

19.1 Events of Default. Occurrence of any of the following events shall constitute an Event of Default under this Lease: (a) Tenant shall neglect or fail to perform or observe any of the Tenant's covenants herein, including (without limitation) the covenants with regard to the payment when due of Rent, which default continues, in the case of payment of Rent, for thirty (30) days after notice of default or, in the case of defaults other then payment of Rent, for twenty (20) days after such notice of default (provided that if more time, but not more than 30 additional days) is required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) day period and thereafter diligently pursues its completion); or (b) Tenant shall default in payment of Rent more than two (2) times in any consecutive twelve (12) month period; or (c) Tenant shall be involved in financial difficulties as evidenced by an admission in writing by Tenant of Tenant's inability to pay its debts generally as they become due, or by the making or offering to make a composition of its debts with its creditors; or (d) Tenant shall make an assignment or trust mortgage, or other conveyance or transfer of like nature, of all or a substantial part of its property for the benefit of its creditors; or (e) the leasehold hereby created shall be taken on execution or by other process of law and shall not be revested in Tenant within sixty (60) days thereafter; or (f) a receiver, sequester, trustee or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or a substantial part of Tenant's property and such appointment shall not be vacated within sixty (60) days; or (g) any proceeding shall be instituted by or against Tenant pursuant to any of the provisions of any Act of Congress or State law relating to bankruptcy, reorganization, arrangements, compositions or other relief from creditors, and, in the case of any such proceeding instituted against it, if Tenant shall fail to have such proceeding dismissed within thirty (30) days or if Tenant is adjudged bankrupt or insolvent as a result of any such proceeding; or (h) any event shall occur or any contingency shall arise whereby this Lease, or the term and estate thereby created, would (by operation of law or otherwise) devolve upon or

pass to any person, firm or corporation other than Tenant, except as expressly permitted under Article 14 hereof.

19.2 Remedies Available upon Default. Upon the occurrence of an Event of Default, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(a) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to relet the Premises, reletting of the Premises for Tenant's account, storage of Tenant's personal property and trade fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Section, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code Section 1951.2 and any other applicable existing or future Law providing for recovery of damages for such breach, including the worth at the time of award of the amount by which the rent which would be payable by Tenant hereunder for the remainder of the Term after the date of the award of damages, including Additional Rent as reasonably estimated by Landlord, exceeds the amount of such rental loss as Tenant proves could have been reasonably avoided, discounted at the discount rate published by the Federal Reserve Bank of San Francisco for member banks at the time of the award plus one percent (1%).

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

(c) Landlord may immediately, or at any time thereafter, without notice, cure said Event of Default for the account of Tenant. If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money, by reason of the failure of Tenant to comply with any provision hereof, or if Landlord is compelled to or does incur any expense, including without limitation reasonable attorneys' fees, in instituting, prosecuting and/or defending any action or proceeding arising by reason of any default of Tenant hereunder, Tenant shall on demand pay to Landlord by way of reimbursement the sum or sums so paid

by Landlord with all interest, costs and damages together with interest at the Interest Rate for the period such sums remain outstanding.

(d) Landlord may remove all of Tenant's property from the Premises, and such property may be stored by Landlord in a public warehouse or elsewhere at the sole cost and for the account of Tenant. If Landlord does not elect to store any or all of Tenant's property left in the Premises, Landlord may consider such property to be abandoned by Tenant, and Landlord may thereupon dispose of such property in the manner and as prescribed by California Civil Code Section 1980 et seq. Any proceeds realized by Landlord on the disposal of any such property shall be applied first to offset all expenses of storage and sale, then credited against Tenant's outstanding obligations to Landlord under this Lease, and any balance remaining after satisfaction of all obligations of Tenant under this Lease shall be delivered to Tenant.

(e) The damages recoverable by Landlord pursuant to this Section shall in all events include reimbursement of any concessions made by Landlord in connection with the leasing of the Demised Premises to Tenant, including without limitation (a) abated Rent, (b) allowances or improvements in excess of any Building standard work, (c) sums paid to any former landlord of Tenant under a so-called "take-over", lease assumption or similar agreement and (d) signing bonuses and other incentive payments. Any allowances, abated rent, signing bonuses, incentive payments or takeover payments shall be deemed commercially reasonable if recommended to Landlord by a reputable commercial real estate broker as being appropriate and necessary for the leasing of said Premises to a creditworthy tenant.

19.3 Grace Period. Notwithstanding anything to the contrary in this Article contained, Landlord agrees not to take any action to terminate this Lease (a) for default by Tenant in the payment when due of Rent, if Tenant shall cure such default within five (5) days after written notice thereof given by Landlord to Tenant, unless there has been two (2) or more defaults in any 12-month period as set forth in Section 19.1(b), or (b) for default by Tenant in the performance of any other covenant, if Tenant shall cure such default within a period of thirty (30) days after written notice thereof given by Landlord to Tenant (except where the nature of the default is such that remedial action should appropriately take place sooner, as indicated in such written notice), or with respect to covenants other than to pay a sum of money within such additional period as may reasonably be required to cure such default if (because of governmental restrictions or any other cause beyond the reasonable control of Tenant) the default is of such a nature that it cannot be cured within such thirty (30)-day period, provided, however, (1) that there shall be no extension of time beyond such thirty (30)-day period for the curing of any such default unless, not more than ten (10) days after the receipt of the notice of default, Tenant in writing (i) shall specify the cause on account of which the default cannot

be cured during such period and shall advise Landlord of its intention duly to institute all steps necessary to cure the default and (ii) shall as soon as may be reasonable duly institute and thereafter diligently prosecute to completion all steps necessary to cure such default and, (2) that no notice of the opportunity to cure a default need be given, and no grace period whatsoever shall be allowed to Tenant, if the default is incurable or if the covenant or condition the breach of which gave rise to the default had, by reason of a breach on a prior occasion, been the subject of a notice hereunder to cure such default.

20. END OF TERM — ABANDONED PROPERTY

Upon the expiration or other termination of the Term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Demised Premises and all alterations and additions thereto which Tenant is not entitled or required to remove under the provisions of this Lease, broom clean in good order, repair and condition excepting only reasonable use and wear and damage by fire or other casualty for which, under other provisions of this Lease, Tenant has no responsibility of repair or restoration. Tenant’s obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease. If the last day of the Term of this Lease or any renewal thereof falls on a day other than a Business Day, this Lease shall expire on the Business Day immediately following. Tenant shall pay twice the amount of Rent applicable to each month (or fraction thereof) during which Tenant remains in possession of any part of the Demised Premises in violation of the foregoing covenants, without prejudice to eviction and any other remedy available to Landlord on account thereof.

Any personal property in which Tenant has an interest which shall remain in the Building or on the Demised Premises after the expiration or termination of the Term of this Lease shall be conclusively deemed to have been abandoned, and may be disposed of in such manner as Landlord may see fit; provided, however, notwithstanding the foregoing, that Tenant will, upon request of Landlord made not later than ten (10) days after the expiration or termination of the Term hereof, promptly remove from the Building any such personal property or, if any part thereof shall be sold, that Landlord may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of the sale, the cost of moving and storage, any arrears of Rent payable hereunder by Tenant to Landlord and any damages to which Landlord may be entitled under Article 19 hereof or pursuant to law, with the balance if any, to be paid to Tenant.

21. RIGHTS OF MORTGAGEES

21.1 Entry and Possession. Upon entry and taking possession of the Property by a Mortgagee, for the purpose of foreclosure or otherwise, such Mortgagee shall have all the rights of Landlord, and shall be liable to perform all

the obligations of Landlord arising and accruing during the period of such possession by such Mortgagee.

21.2 Right to Cure. No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to first Mortgagees of record, if any, and to any other Mortgagees of whom Tenant has been given written notice, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights; and (ii) such Mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within 30 days thereafter for a monetary default and 60 days for a non-monetary default, but nothing contained in this paragraph shall be deemed to impose any obligation on any such Mortgagees to correct or cure any such condition.

21.3 Prepaid Rent. No Rent shall be paid more than thirty (30) days prior to the due dates thereof and, as to a first Mortgagee of record and any other Mortgagees of whom Tenant has been given written notice, payments made in violation of this provision shall (except to the extent that such Rent is actually received by such Mortgagee) be a nullity as against such Mortgagee and Tenant shall be liable for the amount of such payments to such Mortgagee.

21.4 Continuing Offer. The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a Mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee; every such Mortgagee is hereby constituted a party to this Lease as an obligee hereunder to the same extent as though its name was written hereon as such; and such Mortgagee shall be entitled to enforce such provisions in its own name.

21.5 Subordination. This lease shall be subordinate to all mortgages encumbering the Land and/or Building, but Tenant shall nevertheless have the benefit of the non-disturbance provisions hereinafter set forth, and Tenant agrees, at the request of Landlord or any Mortgagee, to execute and deliver promptly any certificate or other instrument which Landlord or such Mortgagee may reasonably request subordinating this Lease and all rights of Tenant hereunder to any Mortgage, and to all advances made under such Mortgage and/or agreeing to attorn to such Mortgagee in the event that it succeeds to Landlord's interest in the Property. Landlord shall provide that (i) the holder of each such Mortgage shall execute and deliver to Tenant a non-disturbance agreement to the effect that, in the event of any foreclosure of such Mortgage, such holder will not name Tenant as a party defendant to such foreclosure nor disturb its possession under the Lease, or

(ii) each such Mortgage shall contain provisions substantially to the same effect as those contained in such a non-disturbance agreement. The form of the non-disturbance agreement shall be a commercially reasonable form reflecting then current commercial lending practices for loans of the size and type as that related to the Building. Tenant agrees that a subordination, non-disturbance and attornment agreement substantially in form as that attached hereto shall be deemed commercially reasonable. In addition if the Prime Lease shall be terminated due to foreclosure of the mortgage made by Prime Landlord in favor of its mortgagee or due to such mortgagee's acceptance of a deed in lieu of foreclosure, Tenant shall attorn to mortgagee as landlord hereunder and this lease shall continue in full force and effect for its remaining term as a direct lease between Tenant and such mortgagee without the necessity of any additional act or agreement; provided, however, if requested by such Mortgagee, Tenant shall execute and deliver a new lease with such mortgagee on the same terms and conditions as set forth herein except that the term of such new lease shall be equal to the then remaining term hereunder. Landlord represents and warrants that as of the date of this Lease, Bank of America is the sole mortgagee of the Land and Building.

21.6 Limitations on Liability. Nothing contained in the foregoing Section 21.6 or in any such non-disturbance agreement or non-disturbance provision shall however, affect the prior rights of the holder of any Mortgage with respect to the proceeds of any award in condemnation or of any fire insurance policies affecting the Building, or impose upon any such holder any liability (i) for the erection or completion of the Building, or (ii) in the event of damage or destruction to the Building or the Demised Premises by fire or other casualty, for any repairs, replacements, rebuilding or restoration except such repairs, replacements, rebuilding or restoration as can reasonably be accomplished from the net proceeds of insurance actually received by, or made available to, such holder, or (iii) for any default by Landlord under the Lease occurring prior to any date upon which such holder shall become Tenant's landlord (unless and to the extent said default continues after such date upon which the holder becomes Tenant's landlord, in which event such mortgagee shall be responsible for correcting such default continuing after such date), or (iv) for any credits, offsets or claims against the Rent as a result of any acts or omissions of Landlord committed or omitted prior to such date, or (v) for return of any security deposit or other funds unless the same shall have been received by such holder, and any such agreement or provision may so state.

22. QUIET ENJOYMENT

Landlord covenants that if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Demised Premises from and against the claims of all persons claiming by, through or under Landlord subject, nevertheless, to the covenants, agreements,

terms, provisions and conditions of this Lease and to all Mortgages to which this Lease is subject and subordinate.

Without incurring any liability to Tenant, Landlord may permit access to the Demised Premises and open the same, whether or not Tenant shall be present, upon any demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshall or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing Tenant's property or for any other lawful purpose (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Lease, or in or to the Demised Premises), or upon demand of any representative of the fire, police, building, sanitation or other department of the city, county, state or federal governments.

23. ENTIRE AGREEMENT—WAIVER—SURRENDER

23.1 Entire Agreement. This Lease and the Exhibits made a part hereof contain the entire and only agreement between the parties and any and all statements and representations, written and oral, including previous correspondence and agreements between the parties hereto, are merged herein. Tenant acknowledges that all representations and statements upon which it relied in executing this Lease are contained herein and that Tenant in no way relied upon any other statements or representations, written or oral. Any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Lease in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Nothing herein shall prevent the parties from agreeing to amend this Lease and the Exhibits made a part hereof as long as such amendment shall be in writing and shall be duly signed by both parties.

23.2 Waiver by Landlord. The failure of Landlord to seek redress for violation, or to insist upon the strict performance, of any covenant or condition of this Lease, or any of the Rules and Regulations promulgated hereunder, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of such Rules and Regulations against Tenant and/or any other tenant or subtenant in the Building shall not be deemed a waiver of any such Rules and Regulations. No provisions of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or

payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

23.3 Surrender. No act or thing done by Landlord during the term hereby demised shall be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Demised Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the Lease or a surrender of the Demised Premises. In the event that Tenant at any time desires to have Landlord underlet the Demised Premises for Tenant's account, Landlord or Landlord's agents are authorized to receive the keys for such purposes without releasing Tenant from any of the obligations under this Lease, and Tenant hereby relieves Landlord of any liability for loss of or damage to any of Tenant's effects in connection with such underletting.

24. INABILITY TO PERFORM — EXCULPATORY CLAUSE

Except as otherwise expressly provided in this Lease, this Lease and the obligations of Tenant to pay Rent hereunder and perform all other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, replacements, additions, alterations, improvements or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from doing so by reason of any cause whatsoever beyond Landlord's reasonable control, including but not limited to governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of strikes, labor troubles, shortages of labor or materials or conditions of supply and demand which have been or are affected by war, hostilities or other similar or dissimilar emergency. In each such instance of inability of Landlord to perform, Landlord shall exercise reasonable diligence to eliminate the cause of such inability to perform.

Tenant shall neither assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's or Prime Landlord's interest in the Building of which the Demised Premises are a part and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that in no event shall Landlord (which term shall include, without limitation any of the officers, trustees, directors, partners, beneficiaries, joint venturers, managers, members, stockholders or other principals or representatives, disclosed or

undisclosed, of Landlord or any managing agent) ever be personally liable for any such liability. This paragraph shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or to take any other action which shall not involve the personal liability of Landlord to respond in monetary damages from Landlord's assets other than the Landlord's interest in said real estate, as aforesaid. In no event shall Landlord ever be liable for consequential damages.

25. BILLS AND NOTICES

Any notices required under this Lease shall be in writing and delivered by hand or mailed by registered or certified mail or by nationally recognized overnight delivery service (such as Federal Express) for next business day delivery to Landlord or Tenant at the addresses set forth in Article 1. Either party may at any time change the Address for such notices, consents, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed Address, provided such changed Address is within the United States.

All bills and statements for reimbursement or other payments or charges due from Tenant to Landlord hereunder shall be due and payable in full fifteen (15) days, unless herein otherwise provided, after submission thereof by Landlord to Tenant. Tenant's failure to make timely payment of any amounts indicated by such bills and statements within applicable notice and grace periods, whether for work done by Landlord at Tenant's request, reimbursement provided for by this Lease or for any other sums properly owing by Tenant to Landlord, shall be treated as a default in the payment of Rent, in which event Landlord shall have all rights and remedies provided in this Lease for the nonpayment of Rent.

26. SUCCESSORS AND ASSIGNS

The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Article 14 hereof shall operate to vest any rights in any successor or assignee of Tenant and that the provisions of this Article shall not be construed as modifying the conditions of limitation contained in Article 19 hereof.

If in connection with or as a consequence of the sale, transfer or other disposition of the real estate (Land and/or Building, either or both, as the case may be) of which the Demised Premises are a part Landlord ceases to be the owner of the reversionary interest in the Demised Premises, Landlord shall be entirely freed and relieved from the performance and observance thereafter of all covenants and obligations hereunder accruing thereafter on the part of Landlord to be performed

and observed, it being understood and agreed in such event (and it shall be deemed and construed as a covenant running with the land) that the person succeeding to Landlord's ownership of said reversionary interest shall thereupon and thereafter assume, and perform and observe, any and all of such covenants and obligations of Landlord.

27. MISCELLANEOUS

27.1 Separability. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

27.2 Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions thereof.

27.3 Broker. Each party represents and warrants that it has not directly or indirectly dealt, with respect to the leasing of space in the Building, with any broker or had its attention called to the Demised Premises or other space to let in the Building, by any broker other than the Broker (if any) listed in Article 1 whose commission shall be the responsibility of Landlord. Each party agrees to exonerate and save harmless and indemnify the other against any claims for a commission by any other broker, person or firm, with whom such party has dealt in connection with the execution and delivery of this Lease or out of negotiations between Landlord and Tenant with respect to the leasing of other space in the Building.

27.4 Governing Law. This Lease is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State of California.

27.5 Assignment of Lease and/or Rents. With reference to any assignment by Landlord or Prime Landlord of its interest in this Lease and/or the Rent payable hereunder, conditional in nature or otherwise, which assignment is made to or held by a bank, trust company, insurance company or other institutional lender holding a Mortgage on the Building, Landlord and Tenant agree:

(a) that the execution thereof by Landlord and acceptance thereof by such Mortgagee shall never be deemed an assumption by such Mortgagee of any of the obligations of the Landlord hereunder, unless such Mortgagee shall, by written notice sent to the Tenant, specifically otherwise elect; and

(b) that, except as aforesaid, such Mortgagee shall be treated as having assumed the Landlord's obligations hereunder only upon foreclosure of such Mortgagee's Mortgage and the taking of possession of the Demised

Premises after having given notice of its intention to succeed to the interest of the Landlord under this Lease.

27.6 Memorandum of Lease. Neither party shall record this Lease; provided, however, that either party shall at the request of the other, execute and deliver a recordable memorandum of this Lease setting forth the parties to this Lease, a description of the Demised Premises and the term of this Lease for recordation in the Official records of the County of San Mateo.

27.7 Arbitration of Certain Matters. At the election of either party, if any dispute as to the rentable square footage of the Demised Premises, the allocation of real estate taxes or operating expenses under Sections 6.5 and 6.6, the abatement of Yearly Fixed Rent pursuant to Article 16 or the abatement of Yearly Fixed Rent pursuant to Article 18 remains unresolved 30 days after written complaint by Tenant has been delivered to Landlord as to an allocation, reduction, apportionment or abatement made or proposed by Landlord, the matter may be submitted to binding arbitration pursuant to California Code of Civil Procedure Section 1280 et seq.

27.8 Sublease. Notwithstanding anything to the contrary herein, Landlord and Tenant acknowledge that this is a sublease and that Landlord derives its estate to the Demised Premises through the Prime Lease. Landlord represents and warrants that, as of the date hereof, Prime Landlord and Landlord are under common control. At such time as Landlord and Prime Landlord are no longer under common control, the responsibility for furnishing services, repairs, restoration and other similar functions of Landlord shall be performed by Prime Landlord, and Landlord shall be required to use reasonable efforts to enforce the provisions of the Prime Lease relating thereto, but without obligation to provide such services, repairs, restoration, and the like. Landlord shall have the right, but not the obligation, to assign this Lease to Prime Landlord, and after such assignment this Lease shall no longer be a sublease, but rather a direct lease between Tenant and Prime Landlord.

27.9 Holdover. If for any reason Tenant retains possession of the Premises or any part thereof after the termination of the Term or any extension thereof, such holding over shall constitute a tenancy from month to month, terminable by either party upon thirty (30) days prior written notice to the other party, and Tenant shall pay Landlord monthly rental during the month to month tenancy computed as the rent (including Yearly Fixed Rent and all additional rent) payable hereunder for the final month of the last year of the Term prior to such holding over plus fifty (50%) percent of said rent. The month to month tenancy shall otherwise be on the same terms and conditions as set forth in this Lease, as far as applicable.

27.10 Lease Amendments. Tenant acknowledges that amendments to this Lease may be required in connection with the financing of the Land or Building and

Tenant hereby agrees that it will enter into any reasonable modifications requested by a mortgagee in connection with such financing, provided the same do not (a) increase the Yearly Fixed Rent or additional rents payable by Tenant or increase Tenant's financial obligations hereunder; (b) reduce or extend the Term hereof; (c) change the Permitted Use; or (d) otherwise materially impair Tenant's rights hereunder.

27.11 Signage. Tenant shall be entitled to maintain exterior Building signage in accordance with the sign criteria attached hereto as Exhibit D. Landlord shall use commercially reasonable efforts to ensure that, subject to any contrary requirements of law or the OCR's, Tenant has proportional directional and monument signage within the project.

Tenant may maintain a sign on the northern elevation of the Building of equal size to the sign on the western elevation to be maintained by Landlord, which signs shall be the exclusive company signs on the facades of the Building. If additional signage rights are obtained for the roof or facade, the signage shall be shared on a pro rata basis based on square footage leased. Nothing herein shall be deemed to grant Tenant permission to install signs other than in accordance with the attached sign criteria and all applicable laws, regulations and private restrictions.

Tenant may maintain a sign on the right hand wall of the Building lobby of comparable size and design to Landlord's lobby wall sign.

27.12 Sierra Point CCRs. This Lease shall be subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sierra Point recorded in the Official Records of San Mateo on October 23, 1998, as Document No. 98-172218, as amended by that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sierra Point recorded in the Official Records of San Mateo on August 6, 1999, as Document No. 1999-134787 (as amended, the "CCRs"). Tenant shall comply with the CCRs.

27.13 Financial Statements. Tenant shall furnish Landlord with complete audited financial statements within ninety (90) days after the close of each fiscal year of Tenant prepared by a certified public accountant (but not necessarily certified statements) and shall, upon written request from Landlord, provide copies of Tenant's quarterly unaudited financial statements within fifteen (15) days after Landlord's request.

27.14 Communications Dish. Tenant shall have the right to install, maintain and operate, at Tenant's sole cost and expense (without rental charge from Landlord), communications dishes or antennae, which receive and/or send signals (hereinafter called the *"Communications Dishes" on* the roof of the Building and fully contained (both vertically and horizontally) within the screens over the

portion of the third floor leased to the Tenant, and to run lines and conduits and cables necessary for the operations of the Communications Dishes from the roof of the Building into the Premises, provided that (and in the event Tenant makes such installation, Tenant hereby covenants and agrees that): (a) such installation is performed in accordance with all laws and requirements of public authorities and does not cause structural damage to the Building, (b) Tenant indemnifies and holds Landlord harmless from (i) any liability, cost or expense incurred by Landlord in connection with the erection, installation, maintenance and operations of the Communications Dishes and any related equipment installed by Tenant pursuant to the provisions of this Section 27.14 and (ii) any and all claims, costs, damages and expenses (including reasonable attorneys' fees) arising out of accidents, damage, injury or loss to any and all persons and property resulting from or arising in connection with the erection, installation, maintenance and operations of the Communications Dishes (including without limitation claims or damages due to interference with other signals or its own signal clarity and other claims or damages), (c) Tenant promptly reimburses Landlord for repairs made necessary by any damage caused to the roof or other portions of the Building by reason of such installation, including, without limitation, any repairs, restorations, maintenance, renewals or replacement of the roof necessitated by or in any way caused by or relating to such installations, (d) Tenant removes such installations and lines and repairs any resulting damage to the Building and restores the affected portion of the roof and the Building to a condition that is in all material respects the same as the condition which existed prior to any such installation, ordinary wear and tear and damage by casualty excepted, all at or prior to the expiration of the Term of this Lease, (e) Tenant shall not install the Communications Dishes without Landlord's prior approval of the manner of such installation and detailed plans and specifications for such installation, which approval shall not be unreasonably withheld, delayed or conditioned, (f) said Communication Dishes may not be used by anyone other than the Tenant and any Corporate Transferees lawfully occupying the Demised Premises and specifically may not be used by anyone in the business of broadcasting or providing wireless communications, (g) the electric current necessary to operate the Communications Dishes shall be obtained by Tenant from the public utility furnishing electric to the Premises and Landlord shall have no obligation to furnish any electric current in connection therewith, and (h) the installation of the Communications Dishes or their operation not interfere with Building operations or the use by other tenants or occupants of antennae or communication dishes installed by such tenants or occupants prior. Tenant shall have access to the roof as reasonably required in connection with the operation, installation and maintenance of the Communications Dishes; provided, however, Tenant shall always be accompanied on the roof by a representative of Landlord. Tenant agrees that Landlord shall have the right, at Landlord's sole cost and expense, to relocate the Communications Dishes, provided that such relocation does not affect the functioning of the Communications Dishes. Landlord makes no representation whether or not the roof of the Building is suitable for or conductive

to the operation of a Communications Dish and Tenant hereby agrees that Landlord shall have no liability to Tenant in the event that the Communications Dishes shall not operate in a manner satisfactory to Tenant.

28. SECURITY DEPOSIT

28.1 Security Deposit. Subject to Section 28.2 below, Tenant has deposited with Landlord the Security Deposit described in Article 1 hereof as security for the faithful performance and observance by Tenant of the terms, provisions, covenants and conditions of this Lease, and it is agreed that if an Event of Default by Tenant exists in respect of any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to, the payment of Rent, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Rent or any other sum as to which there exists an Event of Default by Tenant or for any sum which Landlord may expend or may be required to expend by reason of Tenant's Event of Default in respect of any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to, any damages or deficiency accrued before or after summary proceedings or other re- entry by Landlord. Upon the expiration or earlier termination of this Lease, and providing there exists no default or Event of Default hereunder, any remaining balance of the Security Deposit (including, without limitation, any and all interest accrued thereon) and the Letter of Credit (as defined below) shall be returned by Landlord to Tenant after the date fixed as the end of the Term and not later than thirty (30) days after delivery of entire possession of the Premises to Landlord as provided hereunder. In the event of a sale of the Land and Building or leasing of the Building, of which the Premises form a part, Landlord shall have the right to transfer the security to the vendee or lessee and Landlord shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look solely to the new Landlord for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. In the event Landlord applies or retains any portion or all of the security deposited pursuant to the terms of this Section 28.1, Tenant shall forthwith restore the amount so applied or retained so that at all times the amount deposited shall be the full amount of the security deposit required at the relevant time. Landlord shall not be responsible for the payment of any interest on the Security Deposit.

28.2 Letter of Credit. In satisfaction of the Security Deposit obligation contained in Section 28.1 above, Tenant shall deliver to Landlord, and shall maintain in effect at all times during the Initial Term following delivery thereof, a clean, unconditional and irrevocable letter of credit, in substantially the form

annexed hereto as Exhibit E (the "Letter of Credit") in the amount of the Security Deposit described in Article 1 hereof issued by Imperial Bank or another banking corporation ("Bank") reasonably satisfactory to Landlord. Such letter of credit shall have an expiration date no earlier than the first anniversary of the date of issuance thereof and it shall be automatically renewed from year-to-year unless terminated by the Bank by notice to Landlord given not less than forty-five (45) days prior to the then expiration date therefor. It is agreed that in the event there exists an Event of Default in respect of any of the terms, covenants or provisions of this Lease, including, but not limited to, the payment of Rent, or if any letter of credit is terminated by the Bank and is not replaced within thirty (30) days prior to its termination or expiration that (A) Landlord shall have the right to require the Bank to make payment to Landlord of so much of the entire proceeds of the letter of credit as shall be reasonably necessary to cure the Event of Default (or the entire proceeds if notice of termination is given as aforesaid and the letter of credit is not replaced as aforesaid), and (B) Landlord may apply said sum so paid to it by the Bank to the extent required for the payment of Rent or any other sum as to which an Event of Default by Tenant exists or for any sum which Landlord may expend or may be required to expend by reason of an Event of Default by Tenant in respect of any of the terms, covenants and conditions of this Lease, including, but not limited to, any damages or deficiency in the reletting of the Premises, whether such damages or deficiency accrue before or after summary proceedings or other re-entry by Landlord, without thereby waiving any other rights or remedies of Landlord with respect to such Event of Default. If Landlord applies any part of the proceeds of a letter of credit, Tenant, upon demand, shall deposit with Landlord promptly the amount so applied or retained (or increase the amount of the letter of credit) so that the Landlord shall have the full deposit on hand at all times during the Term. If, subsequent to a letter of credit being drawn upon, a new letter of credit meeting all the requirements set forth in this Section 28.2 is delivered to Landlord, any proceeds of the former letter of credit then held by Landlord shall be promptly returned to Tenant. If Tenant shall fully and faithfully comply with all of the terms, covenants and provisions of this Lease, any letter of credit, or any remaining portion of any sum collected by Landlord hereunder from the Bank, together with any other portion or sum held by Landlord as security, shall be returned to Tenant within thirty (30) days after the last day of the Initial Term of this Lease. In the event of an assignment by Landlord of its interest under this Lease, Landlord shall have the right to transfer the security to the assignee, and Tenant agrees to look to the new Landlord solely for the return of said security and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord.

28.3 Reduction of Security Deposit. Provided Tenant is not then in default and there has never been an Event of Default under this Lease, the Security Deposit will be reduced to an amount equal to six (6) months Yearly Fixed Rent upon the later of (a) the commencement of the twenty-fifth month of the Lease Term or (b) the date on which Tenant has sustained for a period of six months a tangible

net worth in a total amount including cash and cash balances equal to or exceeding $30,000,000, as set forth in audited financial statements provided by Tenant, which financial statements shall be computed in accordance with generally accepted accounting principles. The date upon which Tenant is entitled to such a reduction in the Letter of Credit is hereinafter deemed the Reduction Date. Provided Tenant has met the conditions of this Section 28.3, upon the written request of Tenant made on or after the Reduction Date, Landlord shall exchange the Letter of Credit for a replacement letter of credit provided by Tenant in the amount equal to six (6) months Yearly Fixed Rent upon the same terms and conditions as the Letter of Credit.

29. SALE OF BUILDING

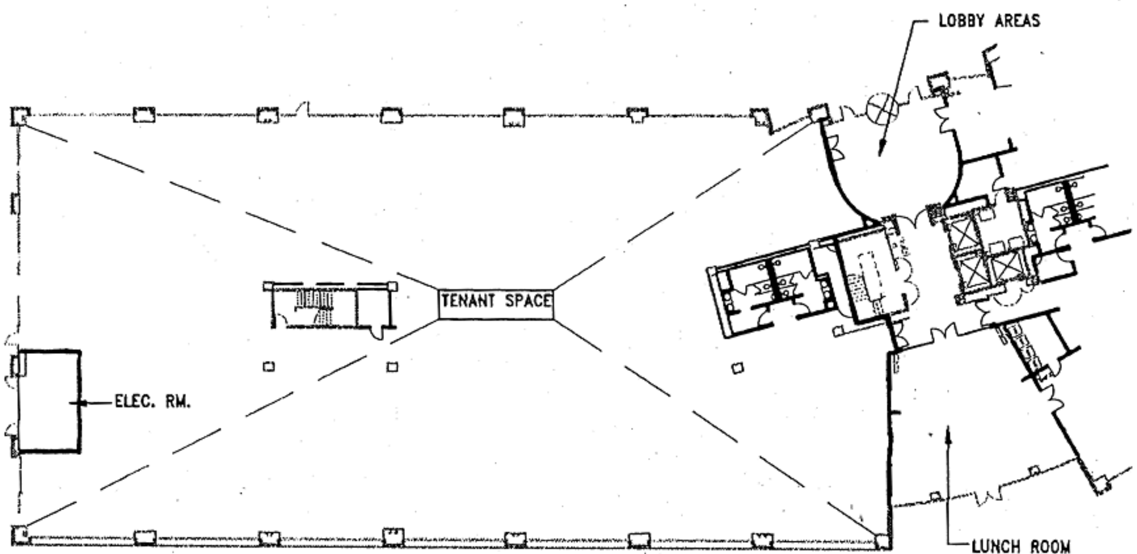
29.1 Except as otherwise provided, provided Tenant is not in default hereunder beyond any applicable notice and cure period, and the named Tenant Genesoft, Inc. is occupying not less than 50% of the Demised Premises, Landlord shall, prior to marketing the Building for sale to an unaffiliated third party, provide a pre-sale notice to Tenant advising Tenant of Landlord's intention to market the Building. Landlord will refrain from marketing the Building for a period of thirty (30) days, during which time Tenant may submit an offer to purchase to Landlord for Landlord's consideration without any obligation. Nothing herein shall require Landlord to accept any such offer submitted by Tenant. Notwithstanding the foregoing, said pre-sale notice shall not apply to (a) an unsolicited offer to purchase submitted to Landlord without marketing efforts by Landlord, (b) a deed of trust or mortgage and to the foreclosure of the same or the granting of a deed in lieu of foreclosure, or (c) a sale of the Building to an affiliate of Landlord or to anyone owning an equity interest in Landlord, or to the sale or transfer of equity interests in Landlord. The provisions of this Section 29 are (a) personal to Genesoft, Inc. and its Corporate Transferrees (but not to any assignee thereof) and shall apply only to the first sale of the Building to which this Section 29 applies, but not to any subsequent sale. Tenant agrees that a foreclosure or deed in lieu of foreclosure of a mortgage or deed of trust shall extinguish this Section 29.

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed under seal, all as of the day and year first above written.

MJ RESEARCH COMPANY, INC.		GENESOFT, INC.	
By	/s/ Illegible Its PRESIDENT title (duly-authorized)	By	/s/ David B. Singer Its President & CEO title (duly-authorized)

EXHIBIT A

PLAN OF DEMISED PREMISES

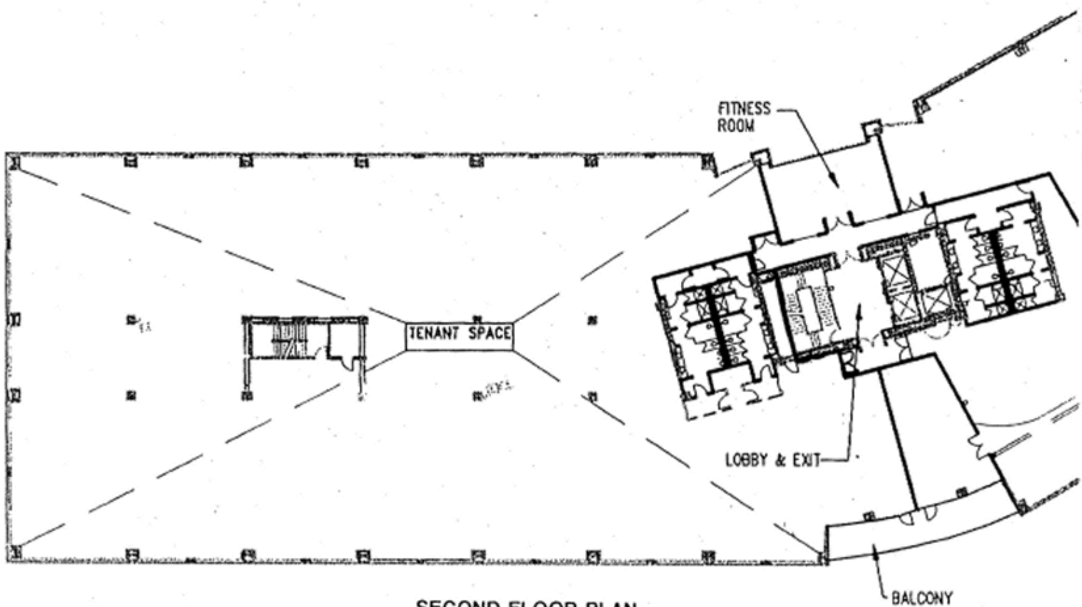


GROUND FLOOR PLAN

Not to Scale

EXHIBIT A

PLAN OF DEMISED PREMISES

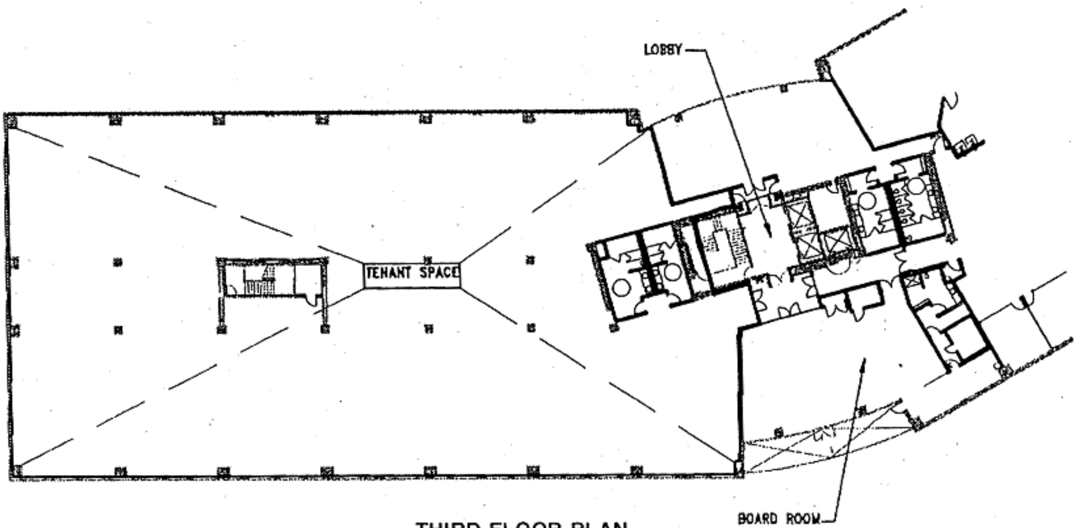


SECOND FLOOR PLAN

Not to Scale

EXHIBIT A

PLAN OF DEMISED PREMISES



THIRD FLOOR PLAN

Not to Scale

EXHIBIT A-1

LANDLORD'S WORK

1. **Building Type:** 3 Story, Group B, Type III, 1 Hour Rated, fully sprinklered office building. All design and construction in conformance with the 1998 (CBC) Building Standards Administrative Code of the California Building Standards Commission (CBSC) and the City of South San Francisco amendments, applicable codes and regulations. The building exit's, lavatories and common space will be furnished fully-ADA compliant throughout.

2. **Site Development:** Bituminous paved parking lots with concrete curbing. Parking allocation as per lease Section 2.2. Walks are concrete and masonry pavers. All parking areas and walkways are illuminated to required minimum code specifications. BCDC path is paved in bituminous with benches, drinking fountain and open pavilion area. Loading door into tenant space with shared trash enclosure and fencing around utility yard. Entire site fully landscaped including palm tree lined roadway, burms, waterfront lawn area, extensive shrubbery and automatic irrigation system.

Tenant's proposed future chemical containment facility subject to all approvals, rules and regulations of Sierra Point Owners Association, Sierra Point Environmental Management Association and all pertaining governmental agencies. Although owner will use reasonable efforts to accommodate the proposed facility, it is at tenant's sole risk and responsibility to obtain approvals and permits. The unit will be required to contain an approved automatic fire suppression system. The facility and finish will be screened, constructed and landscaped with materials and methods consistent with the integrity of the project and site. Any parking allocation eliminated by the siting of the facility will be deducted from tenant's non-exclusive allocation. Public access to BCDC path will be in no way hindered by facility. Upon termination of the lease, it will be required that the unit be removed and remediated and the site is returned to its originally landscaped condition.

3. **Telephone, Gas and Electric Utilities:** Gas and electric will be provided to separately metered services within the building. A 4000 amp electric service will be divided equally between the 2 tenants and plumbed to individual sub panel distribution rooms. Tenant is responsible for 50% of any upgrade costs incurred by landlord to increase from 3500 amp service to 4000 amp's as proposed by tenant. Emergency generator will be provided for back up power for tenant's use, emergency lighting, life safety systems and laboratory support equipment. Tenant is responsible for 50% of all cost's associated with the purchase and installation of generator to be specified by owner. Generator size will not exceed twice tenant's load requirement. Two telephone service entrance conduits (4") are provided into buildings common electrical room and are to be shared by all building tenants. Tenant's telephone service requirements are tenant's sole responsibility and will need to be further accessed by Pac Bell or other service provider.

4. **Water Service:** Domestic hot and cold water to core bathrooms and showers will be provided. House meter in landlord's space will be affixed to tenant's water feed to calculate consumption of water to areas other than common space. Base building fire sprinkler system will be provided with only upturned heads throughout. Modifications to base system to accommodate tenant improvements are the sole responsibility of tenant.

5. **Sanitary and Laboratory Sewer:** Additional provisions have been made below the 1st floor slab for both normal and laboratory waste systems. Both systems are oversized with 6" piping. The lab system is of chemical and DI resistant plastic piping. Stub ups for waste connections on the 1st floor have been provided intermittently, along the central column lines. Tenant is responsible to monitor, downstream, the DI resistant waste line to insure that no chemicals are released into the laboratory waste system.

6. **Foundation / Superstructure:** The structure is founded on cathodically protected steel pilings, concrete footings, structural slab and skirt wall supporting a rigid structural steel frame. Joists are I-beam shaped and protected with sprayed on monokote fireproofing. The main floor is a concrete topping slab structural concrete main slab. The floor to floor dimension is 16'-6" on the first floor and 17' on the 2nd and 3rd floors. The floor live loading is 140 lbs. per square foot. The upper 2 floors are poured concrete on metal decking. The roof load is designed with 24 lb. per square foot loading. A continual central band of 50 lb. per square foot loading is provided for rooftop mechanical equipment. Rooftop screen areas are oversized to house intensive rooftop equipment. Any alterations required to support, distribute, screen or house the tenant's rooftop mechanical equipment is at the sole responsibility and cost of the tenant. Any alterations to the roof that require the penetration, removal, flashing, or capping shall be constructed in a fashion as not to void the landlord's warranty of the roof.

7. **Envelope:** Exterior wall system is Glass Fiber Reinforced Concrete (GFRC) with a glass curtain wall system and aluminum frames. Window heights are (floor to head) 10' on 1st floor and 11' on 2nd and 3rd floors with spandrel glass above. Windows are 1/4" monolithic vision glass, tinted 'Blue Sapphire' and manufactured by Interpane. GFRC system is white with brown base and darker stone aggregate. Rooftop mechanical screens are +- 9'-6" tall at EIFS and +- 12' tall at the spandrel glass curtain wall, built on galvanized steel frames. Roofing system is a 4-ply built up membrane over rigid insulation. Any alterations to the roof that require penetration, removal, flashing or capping shall be the sole responsibility of the tenant and be constructed by a manufacturers certified installer as not to void the landlords warranty on the roof. Landlord does not warranty to tenant any roofing areas that are affected by tenant's alterations.

8. **Tenant Area Improvements:** Bathroom cores, all floors, complete and functional with fixtures, accessories, lighting and finishes consistent with core improvements. The general finish concept is to create a high-tech industrial but warm feeling. Stained and colorized concrete floors, granite tile walls, brushed stainless steel accents, partitions, hardboard paneling and laminates and accent lighting will be used. Galvanized spiral ductwork and exposed ceilings may be used in bathrooms and core for accents. Open areas will be furnished with perimeter wall and column furring throughout. Horizontal window blinds will be provided at all windows. Rated stair shafts and doors along with electrical distribution rooms will be constructed on all floors. Automatic fire sprinkler system with up-turned heads and basic fire alarm panel will be provided. Exit signs at all major exits. Stairwells will be provided with colorized concrete stair pans or rubber studded tile treads. Painted steel railings with horizontal balustrade will be provided at tenant stairwell. Future elevator pit and shaft provisions have been provided for tenant's use. Elevator improvements other than the 2 core elevators are not included. If tenant elects to provide additional elevator it is at their sole cost.

9. **Common Area Improvements:** Lobby complete with architectural security desk, oversized wood doors, lighted soffits, semi-exposed ceilings, spiral ductwork, colorized concrete floors, accent lighting, hardboard paneling and etc. Elevator finishes to be brushed stainless steel with light wood hardboard paneling. Feature stair to be provided with architectural stainless steel railing & balustrade, flooring consistent with core improvements. Finishes and other common areas such as fitness and lunch room to match the integrity and concept of the described core improvements. Lunchroom to be fully equipped with sinks, casework, counters, interior and exterior seating.

EXHIBIT A-2

LANDLORDS WORK NECESSARY FOR TENANT IMPROVEMENTS

1. **Building Type:** 3 Story, Group B, Type III, I Hour Rated, Sprinklered Office Building. All design and construction progress in conformance with the 1998 (CBC) Building Standards Administrative Code of the California Building Standards Commission (CBSC) and the City of South San Francisco amendments, applicable codes and regulations. ADA compliance may not be completed prior to tenant's construction commencement.

2. **Site Development:** Walks, paving and parking lots will be substantially complete. Striping may not be complete. Loading areas and paths of travel will be provided to allow for the interior and exterior construction of improvements. Substantial sitework and landscaping will be in place and must be adequately protected by tenant's construction team. Any damage to these areas will need to be adequately repaired or replaced by tenant. A tenant construction trailer, storage container and debris container will be allowed on site subject to approval and siting by landlord's representative. Any damage to these designated areas will need to be adequately restored to original condition by tenant.

3. **Telephone Gas and Electric Utilities:** 2000 amps of permanent electric will be provided to the tenant's pull section in common electrical room and can be used for construction power subject to delays in tenant's request for upgrade. Upgrade from 3500 amp to 4000 amp main service and switchgear, subject to additional tenant cost. Gas meter and service will be provided subject to tenant's mechanical loads and installation schedule. Telephone entrance conduits only are provided to common electrical room. Temporary jobsite telephone is tenant's sole responsibility.

4. **Water Service:** Water service to building and main meter in vault outside building. Tie in subject to tenants requirements and schedule.

5. **Sanitary and Laboratory Sewer:** Below slab plumbing to be provided. Tie in and activation subject to tenant's loads and installation schedule.

6. **Foundation / Superstructure:** To be provided as per Section 6 in Lease Exhibit A-1, Landlord's Work.

7. **Envelope:** Building to be substantially 'dried in' complete with GFRC exterior wall system, glass curtain wall system, exterior doors and roofing. A section of window and frame will be left void, on each upper floor, to allow for the delivery and handling of construction materials. It is the tenant's sole responsibility to protect the opening from weather as well as protect the GFRC and surrounding area from damage. When reasonably requested by tenant, landlord will then install window unit in coordination with tenants contractor. Roofing system will be substantially complete in areas not affected by tenants extensive rooftop alterations.

8. **Tenant Area Improvements:** Work in central core areas will be progressing simultaneously with tenant's work. Efforts will be made to leave areas free of obstruction and debris. If deemed necessary, temporary dust barriers will be constructed to segregate the simultaneous build outs. Vertical circulation will be provided via the tenant stairwell. Stairwell shafts will be enclosed and operational but will remain unfinished until appropriate time in coordination with tenant's build out. Perimeter and column furring will be provided throughout. Automatic fire sprinkler with upturned heads only will be provided throughout. Provisions have been made to zone off the sprinkler mains per each floor. Any shut downs to accommodate tenant's sprinkler installation will need to be coordinated with landlord's contractor. Freight elevator pit will be constructed be and left void with temporary railing surround.

9. **Common Area Improvements:** Work in central core and common areas will be accessible but work will be progressing simultaneously with tenant's work. Common Electrical room will be constructed. Completion of electrical room is subject to schedule and coordination of power upgrade, generator installation, and telephone equipment installation. Central stair will be under finish construction and restricted for access by tenant's contractors except for cases of material handling hardships. The intention is to preserve and maintain the architectural finishes of the central stair, until actual building occupancy.

EXHIBIT B

CLEANING SCHEDULE

I. Premises

Daily on Business Days:

a. Empty all waste receptacles and ash trays and remove waste materials from the Premises.

b. Sweep and dust mop all uncarpeted areas using a dust-treated mop.

c. Vacuum all rugs and carpeted areas.

d. Hand dust and wipe clean with treated cloths all horizontal cleared surfaces including desk tops, office equipment, window sills, door ledges, chair rails and counter tops, within normal reach.

e. Wash clean all water fountains.

f. Upon completion of cleaning, all lights will be turned off and doors locked, leaving the Premises in an orderly condition.

Quarterly

Render high dusting not reached in daily cleaning to include:

a. Dusting all pictures, frames, charts, graphs and similar wall hangings.

b. Dusting all vertical surfaces, such as walls, partitions, doors and ducts.

c. Dusting of all pipes, ducts and high moldings.

II. Lavatories

Daily on Business Days:

a. Sweep and damp mop floors.

b. Clean all mirrors, powder shelves, dispensers and receptacles, bright work, flushometers, pipes and toilet seats.

c. Wash both sides of all toilet seats.

d. Wash all basins, bowls and urinals.

e. Dust and clean all powder room fixtures.

f. Empty and clean paper towel and sanitary disposal receptacles.

g. Remove waste paper and refuse.

h. Refill tissue holders, soap dispensers, towel dispensers, vending sanitary dispensers; materials to be furnished by Landlord.

i. A sanitizing solution will be used in all lavatory cleaning.

Monthly:

a. Machine scrub lavatory floors.

b. Wash all partitions and tile walls in lavatories.

III. Main Lobby, Elevators, Building Exterior and Corridors

Daily on Business Days:

a. Sweep and wash or spray buff all marble floors.

b. Sweep all entrance mats.

c. Clean elevators, wash or vacuum floors, wipe down walls and doors.

d. Spot clean any metal work surrounding building entrance doors.

Monthly:

All resilient tile floors in public areas to be treated equivalent to spray buffing.

IV. Window Cleaning

The outside of exterior wall windows will be washed once every three months, weather permitting, and the inside of exterior wall windows will be ·washed every six months.

V. Tenants requiring services in excess of those described above shall request same through Landlord, at Tenant's expense.

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises demised to any tenant or occupant.

2. No awnings or other projections shall be attached to the outside walls or windows of the Building without the prior consent of Landlord. No curtains, blinds, shades, or screens shall be attached or hung in, or used in connection with, any window or door of the premises demised to any tenant or occupant, without the prior consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens, or other fixtures must be of a quality type, design and color, and attached in a manner, approved by Landlord.

3. No sign, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the premises demised to any tenant or occupant or of the Building without the prior consent of Landlord. Interior signs on doors and directory tables, if any, shall be of a size, color and style approved by Landlord.

4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed, nor shall any bottles, parcels, or other articles be placed on any window sills.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules or other parts of the Building.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein.

7. No tenant or occupant shall mark, paint, drill into, or in any way deface any part of the Building or the premises demised to such tenant or occupant, except to the extent required for the mounting of pictures and other normal office fixtures. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of the, Landlord, and as Landlord may direct. No tenant or occupant shall install any resilient tile or similar floor covering in the premises demised to such tenant or occupant except in a manner reasonably approved by Landlord.

8. No bicycles, vehicles or animals of any kind (other than animals allowed under the Permitted Uses) shall be brought into or kept in or about the

premises demised to any tenant. Bicycles may be stored in racks, if any, furnished for such purpose by Landlord in a common area of the Property. No cooking shall be done or permitted in the Building (other than microwave use and coffee machines) by any tenant without the approval of Landlord. No tenant shall cause or permit any unusual or objectionable odors to emanate from the Premises demised to such tenant.

9. Without the prior consent of Landlord, no space in the Building shall be used for manufacturing, or for the sale of merchandise, goods or property of any kind at auction.

10. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unmusical noise, whistling, signing, or in any other way. Nothing shall be thrown out of any doors or windows.

11. Each tenant must, upon the termination of its tenancy, restore to Landlord all keys of stores, storage areas, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant.

12. All removals from the Building, or the carrying in or out of the Building or the premises demised to any tenant, of any sales, freight, furniture, or bulky matter of any description must take place at such time and in such manner as Landlord or its agents may determine, from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of the Building Rules or the provisions of such tenant's lease.

13. No tenant shall use or occupy, or permit any portion of the premises demised to such tenant to be used or occupied, as an office for a public stenographer, messenger service or typist, or as a barber or manicure shop, or as an employment bureau. No tenant or occupant shall engage or pay any employees in the Building, except those actually working for such tenant or occupant in the Building, nor advertise for laborers giving an address at the Building.

14. No tenant or occupant shall purchase spring water, ice, food, beverage, lighting maintenance, cleaning towels or other like service, from any company or person not approved by Landlord, such approval not unreasonably to be withheld.

15. Landlord shall have the right to prohibit any advertising by any tenant or occupant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon notice from Landlord, such tenant or occupant shall refrain from or discontinue such advertising.

16. Landlord reserves the right to exclude from the Building, between the hours of 6:00 p.m. and 8:00 a.m. on Business Days and otherwise at all hours, all persons who do not present adequate identification or a pass to the building signed by the Landlord. Landlord will furnish passes to persons for whom any tenant requests such passes. Each tenant shall be responsible for all persons for whom it requests such passes and shall be liable to Landlord for all wrongful acts of such persons.

17. Each tenant, before closing and leaving the premises demised to such tenant at any time, shall see that all entrance doors are locked and windows closed.

18. Each tenant shall, at its expense, provide artificial light in the premises demised to such tenant for Landlord's agency, contractors, and employees while performing janitorial or other cleaning services and making repairs or alterations in said premises.

19. No premises shall be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

20. There shall not be used in the Building, either by any tenant or occupant or by their agents or contractors, in the delivery or receipt of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Landlord may require.

21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant and occupant shall co-operate in seeking their prevention.

22. Subject to Section 7.6, if the premises demised to any tenant become infested with vermin, such tenant, at its sole cost and expense, shall cause its premises to be exterminated from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord.

23. No premises shall be used, or permitted to be used, at any time, without the prior approval of Landlord, as a store for the sale or display of goods, wares or merchandise of any kind, or as a restaurant, shop, booth, bootblack or other stand, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public in the premises demised to such tenant, or for manufacturing or for other similar purpose.

24. No tenant shall move, or permit to be moved, into or out of the Building or the premises demised to such tenant, any heavy or bulky matter, without the specific approval of Landlord. If any such matter requires special handling, only a person holding a Master Rigger's license shall be employed to perform such special handling. No tenant shall place, or permit to be placed, on any part of the floor or floors of the premises demised to such tenant, a load exceeding

the floor load per square foot which such floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of safes and other heavy matter, which must be placed so as to distribute the weight.

25. The requirements of tenants will be attended to only upon application at the office of the Building. Building employees shall not be required to perform, and shall not be requested by any tenant or occupant to perform, any work outside of their regular duties, unless under specific instructions from the office of the managing agent of the Building.

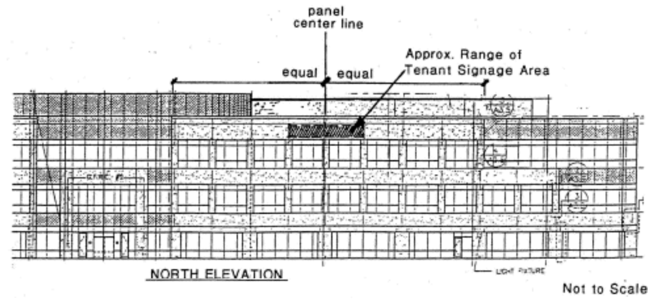
EXHIBIT D

SIGN CRITERIA

Notes:

1. Total tenant signage area not to exceed 100 square feet and shall be consistent with Landlord and Sierra Point format as approved by The City of South San Francisco Building Department and Planning Commission.

2. Tenant shall use Landlords sign contractor. Signage shall not be permitted in areas beyond those shown on elevations below.



This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision) International Chamber of Commerce Publication No. 500 and any subsequent revisions thereof approved by a Congress of the International Chamber of Commerce and adhered to by Bank.

IMPERIAL BANK INTERNATIONAL 3,696,840 00 CTS

International Division

IMPERIAL BANK **California's Business Bank** **Member FDIC**	**[x]**	2015 Manhattan Beach Blvd. Redondo Beach, CA 90278	[ ]	456 Montgomery St. 4th Floor, Suite 420 San Francisco, CA 94104	SWIFT IMPBUS66 Telex: 3730628 Answer Back: Imperial INW

DATE: 11/07/00

FROM:

IMPERIAL BANK
INTERNATIONAL DIVISION
2015 MANHATTAN BEACH BLVD
REDONDO BEACH, CA 90278
U.S.A.
TELEX: 3730628 (IMPERIAL INW)
SWIFT: IMPBUS66

APPLICANT:

GENESOFT, INC.
TWO CORPORATE DRIVE
SOUTH SAN FRANCISCO, CA 94080

IN FAVOR OF:

MJ RESEARCH COMPANY, INC
384 OLYMPIC POINT BLVD.
SOUTH SAN FRANCISCO, CA 94080

WE HEREBY ESTABLISH OUR IRREVOCABLE TRANSFERABLE STANDBY LETTER OF CREDIT NO. OSF00001477 EXPIRING 11/07/01 AT OUR S.F. INTL. DIV. COUNTERS FOR AMOUNT: USD3,696,840.00 (THREE MILLION SIX HUNDRED NINETY SIX THOUSAND EIGHT HUNDRED FORTY EXACTLY).

CREDIT IS AVAILABLE WITH IMPERIAL BANK

INTERNATIONAL DIVISION
275 BATTERY STREET SUITE 1100
SAN FRANCISCO, CA 94111 U.S.A.

BY PAYMENT OF DRAFTS AT SIGHT.

DRAFTS DRAWN ON:

IMPERIAL BANK
INTERNATIONAL DIVISION
275 BATTERY STREET SUITE 1100
SAN FRANCISCO, CA 94111 U.S.A.

REQUIRED DOCUMENTS:

1. THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENT(S) IF ANY.

2. BENEFICIARY'S STATEMENT DATED AND PURPORTEDLY SIGNED BY AN AUTHORIZED OFFICER CERTIFYING THAT THE "TENANT" (AS DEFINED IN THE LEASE) IS IN DEFAULT OR THAT AN EVENT OF DEFAULT HAS OCCURRED UNDER ONE OR MORE OF THE TERMS OF THAT CERTAIN LEASE AGREEMENT DATED OCT. 6, 2000 THAT EXISTS BETWEEN GENESOFT, INC. AND MJ RESEARCH COMPANY, INC. (THE "LEASE") AND THAT ANY APPLICABLE CURE PERIOD HAS LAPSED WITHOUT REMEDY.

ADDITIONAL CONDITIONS:

ALL INFORMATION REQUIRED UNDER DOCUMENT REQUIREMENT NO. 2 WHETHER INDICATED BY BLANKS, BRACKETS OR OTHERWISE, MUST BE COMPLETED AT THE TIME OF DRAWING.

ALL SIGNATURES MUST BE MANUALLY EXECUTED IN ORIGINALS.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision) International Chamber of Commerce Publication No. 500 and any subsequent revisions thereof approved by a Congress of the International Chamber of Commerce and adhered to by Bank.

International Division

IMPERIAL BANK **California's Business Bank** **Member FDIC**	**[X]**	2015 Manhattan Beach Blvd. Redondo Beach, CA 90278	[ ]	456 Montgomery St. 4th Floor, Suite 420 San Francisco, CA 94104	SWIFT IMPBUS66 Telex: 3730628 Answer Back: Imperial INW

PARTIAL DRAWINGS MAY BE MADE UNDER THIS LETTER OF CREDIT, PROVIDED, HOWEVER, THAT EACH SUCH DEMAND THAT IS PAID BY US SHALL REDUCE THE AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT EXPIRATION DATE HEREOF, UNLESS FORTY FIVE (45) DAYS PRIOR TO ANY SUCH DATE, WE SHALL NOTIFY YOU IN WRITING BY CERTIFIED MAIL OR COURIER SERVICE AT THE ABOVE LISTED ADDRESS THAT WE ELECT NOT TO CONSIDER THIS IRREVOCABLE LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE, YOU MAY DRAW HEREUNDER BY MEANS OF YOUR DRAFT(S) ON US AT SIGHT ACCOMPANIED BY YOUR ORIGINAL SIGNED STATEMENT WORDED AS FOLLOWS: MJ RESEARCH COMPANY, INC. OR THE “LANDLORD” UNDER THE “LEASE ” HAS RECEIVED A NOTICE FROM IMPERIAL BANK THAT THE EXPIRATION DATE OF LETTER OF CREDIT NO. OSF00001477 WILL NOT BE EXTENDED FOR AN ADDITIONAL PERIOD. AS OF THE DATE OF THIS DRAWING, MJ RESEARCH COMPANY, INC. OR SUCH “LANDLORD” HAS NOT RECEIVED A SUBSTITUTE LETTER OF CREDIT OR OTHER INSTRUMENT ACCEPTABLE TO MJ RESEARCH COMPANY, INC., OR SUCH “LANDLORD” IN ITS SOLE DISCRETION, AS SUBSTITUTE FOR IMPERIAL BANK LETTER OF CREDIT NO. OSF00001477.

NOTWITHSTANDING THE ABOVE, THE FINAL EXPIRATION DATE SHALL BE APRIL 1, 2011.

THIS LETTER OF CREDIT IS TRANSFERABLE IN WHOLE ONLY. YOU MAY TRANSFER THIS LETTER OF CREDIT TO YOUR TRANSFEREE OR SUCCESSOR UPON SATISFACTORY DELIVERY AND PRESENTATION TO THE ISSUING BANK OF (1) THE ORIGINAL L/C AND AMENDMENTS, IF ANY, FOR PROPER ENDORSEMENT (2) A REQUEST FOR TRANSFER ON THE ISSUER'S USUAL TRANSFER FORM (3) VERIFICATION OF SIGNATURE AND AUTHORITY ON SUCH TRANSFER FORM SIGNING FOR THE BENEFICIARY (4) PAYMENT OF A TRANSFER FEE OF USD 1,000 AND (5) ANY OTHER REQUIREMENTS RELATIVE TO THE UCP 500 AND U.S. GOVERNMENT REGULATIONS.

IMPERIAL BANK, UPON RECEIPT OF BENEFICIARY'S REQUEST IN A MANNER AS STATED HEREIN, TO TRANSFER THIS LETTER OF CREDIT, WILL REQUIRE THAT THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, IF ANY, BE RETURNED TO US FOR CANCELLATION. UPON OUR RECEIPT OF SAME, A NEW LETTER OF CREDIT SHALL BE ISSUED TO THE TRANSFEREE, AS BENEFICIARY.

ALL DRAFTS AND DOCUMENTS REQUIRED UNDER THIS LETTER OF CREDIT MUST BE MARKED: “DRAWN UNDER IMPERIAL BANK LETTER OF CREDIT NO. OSF00001477.”

ALL DOCUMENTS ARE TO BE DISPATCHED IN ONE LOT BY COURIER SERVICE TO IMPERIAL BANK INTERNATIONAL DIVISION, 275 BATTERY STREET, SUITE 1100, SAN FRANCISCO, CA 94111.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT BE IN ANY WAY MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT.

IMPERIAL BANK

FROM:	IMPERIAL BANK INTERNATIONAL BANKING DIVISION 2015 MANHATTAN BEACH BLVD., 2ND FLOOR REDONDO BEACH, CA 90278 TEL: 310 725-4488 FAX: 310 649-3407
DATE:	11/07/00
TO:	MJ RESEARCH COMPANY, INC 384 OLYMPIC POINT BLVD. SOUTH SAN FRANCISCO, CA 94080
ATTN:	REAL ESTATE OR LETTER OF CREDIT DEPARTMENT

AT THE REQUEST OF THE ACCOUNT PARTY, WE ENCLOSE HEREWITH ORIGINAL OF OUR STANDBY LETTER OF CREDIT NO. OSF00001477.

SINCERELY,

(ILLEGIBLE SIGNATURE)

AUTHORIZED SIGNATURE

<u>EXHIBIT F</u>

<u>LIST OF ENVIRONMENTAL REPORTS GIVEN TO TENANT</u>

1. ENVIRONMENTAL DUE DILLIGENCE REVIEW OF THE SIERRA POINT ASSOCIATES TWO PROPERTIES BRISBANE AND SOUTH SAN FRANCISCO, CALIFORNIA

Prepared for
Jon K. Wactor of Luce Forward, Hamilton and Scripps as attorney for potential purchaser Opus West Corporation, Plessanton, California

Prepared By
ENVIRON Corporation, Emeryville, California

Dated
February 4, 1998
Project No. 03-6248A

2. UPDATE OF ENVIRONMENTAL DUE DILLIGENCE REVIEW, PARCEL 10, SHORELINE COURT, SIERRA POINT, SOUTH SAN FRANCISCO, CALIFORNIA

Prepared For
MJ Sierra Point, LLC, South San Francisco, California

Prepared By
Harding Lawson Associates, Novato, California

Dated
December 14,1998
HLA Project No. 43142 001

3. FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND ENVIRONMENTAL RESTRICTIONS RELATING TO ENVIRONMENTAL COMPLIANCE FOR SIERRA POINT

Recorded By
Luce, Forward, Hamilton and Scripps, San Diego, California

Dated
August 5, 1999

4. SUPPLEMENTAL ENVIRONMENTAL DUE DILLIGENCE, PARCEL 10, SHORELINE COURT, SIERRA POINT, SOUTH SAN FRANCISCO, CALIFORNIA

Prepared by
Harding Lawson Associates, Novato, California

Dated
August 24, 1999

EXHIBIT G

PERMITTED HAZARDOUS MATERIALS

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	1-METHYLPIPERAZINE 1-Methylpiperazine	100	Corr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	1-NAPHTHALENESULFONYL CHLORIDE	100	Corr	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	1-NAPHTHOL	99	Tox Irr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	1-NAPHTHOYL CHLORIDE	100	CL-IIIB Carr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	1-NAPHTHYLAMINE		Carc	0 Lbs.	0 Lbs.	.055 Lbs.	
2 MedChem	1-OCTANOL Octanol	100	CL-IIIA lrr	0 Gal.	.13 Gal.	0 Gal.	
2 MedChem	1-OCTYNE	100	FL-1B Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	1-PHENYL-2-PROPANOL		CL-IIIA	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	1-PIPERAZlNECARBOXALDEHYDE	100	CL-IIIB lrr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	(+/-)-10-CAMPHORSULFONIC ACID	100	Corr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	1,11-CARBONYLDIIMIDAZOLE 1,11-Carbonyldiimidazole	100	WR-1 Corr	.026 Gal.	.026 Gal.	0 Gal.	
2 MedChem	1,1-DICHLOROPROPENE		FL-1B lrr OHH	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	1,10-PHENANTHROLINE		Tox Irr	0 Lbs.	0 Lbs.	.011 Lbs.	
2 MedChem	1,2-DIBROMOETHANE 1,2-Dibromoethane	100	Tox Corr	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	1,2-Dichloroethane 1,2-Dichloroethane	100	Carc	Gal.	2.1 Gal.	Gal.	
2 MedChem	1,2-DIMETHOXYETHANE Ethylene glycol dimethyl ether	100	FL-1B	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	1,3-CYCLOHEXANEBIS(METHYLAMINE)	100	CL-IIIB Corr	0 Gal.	.026 Gal.	0 Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	5. Quantity in Use Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	1,3-DIBROMOPROPANE		CL-II Irr	0 Gal.	.065 Gal.	0 Gal.	
2 MedChem	1,3-DIMETHYL-3,4,5,6-TETRAHYD RO-2(1H)PYRIMIDINONE		Irr CL-II	.06 Gal.	.06 Gal.	0 Gal.	
2 MedChem	1,4-DIAMINOBUTANE putrescine	99	Corr	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	15-CROWN-5		Irr CL-II	0 Gal.	.06 Gal.	0 Gal.	
2 MedChem	1,5-DIAMINOPENTANE	100	CL-IIIA Corr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	18-CROWN-6 18-Crown-6 ether	100	Irr CL-IIIB	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	1,8-DIAZABICYCLO[5.4.0]UNDEC- 7-ENE 1,8- Diazabicyclo(5.4.0)Undec	100	Corr-Base	0 Gal.	.13 Gal.	0 Gal.	
2 MedChem	(1S,2R-)-(-)-CIS-1-AMINO-2-INDANOL		Irr Sens	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	(1S,2R)-(+)-NOREPHEDRINE	100	Irr Tox	0 Lbs.	.022 Lbs.	0 Lbs.	
2 MedChem	2-(2-AMINOETHYL)-1-METHYLPY RROLIDINE	100	CL-IIIA Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	2-(4-METHOXYPHENYL)ETHYLAMINE	100	CL-IIIA Corr	0 Gal.	0 Gal.	0 Gal.	
2 MedChem	2-(4-PYRIDYL)ETHANESULFONIC ACID	100	Corr	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	2-(BROMOMETHYL)NAPHTHALENE 2-(Bromomethyl) naphthalene	100	Corr	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2-(METHYLAMINO)PYRIDINE	100	CL-IIIA Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	2-(TRIBUTYLSTANNYL)FURAN		CL-IIIB Irr	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	2-(TRIMETHYLSILYL)ETHOXYMETHYL CHLORIDE	100	CL-II Corr Irr OHH	0 Gal.	.0065 Gal	0 Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	2-ACETAMIDO-4-METHYL-5-THIA ZOLESULFONYL CHLORIDE	100	Corr	0 Lbs.	.0022 Lbs.	0 Lbs.	
2 MedChem.	2-AMINO-5-CHLOROBENZOXAZOLE	100	Irr OHH	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	2-AMINO-5-DIETHYLAMINOPENTANE		CL-IIIA Corr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	2-AMINO-5-NITROPHENOL		Tox Irr OHH	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2-AMINO-6-METHYLPYRIDINE	100	Tox Irr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	2-AMINOBIPHENYL	100	Irr OHH FS	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2-AMINOFLUORENE		OHH	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2-AMINOPYRIDINE 2 - Aminopyridine	100	Tox	0 Lbs.	0 Lbs.	.055 Lbs.	
2 MedChem	2-benzylalniline	100	FS Irr	0 Lbs.	.11 Lbs.	0 Lbs.	
2 MedChem	2-BIPHENYLYL ISOCYANATE		Irr OHH Sens	0 Gal.	.00026 Gal.	0 Gal.	
2 MedChem	2-BROMOBENZYL BROMIDE	100	CL-IIIB Irr Corr Sens	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	2-BROMOETHANOL	95	CL-II Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	(2-BROMOETHYL)BENZENE		CL-IIIA Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	2-BROMOETHYL METHYL ETHER	100	FL-1C Irr OHH	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	2-BROMOMETHYL-1,3-DIOXOLANE		CL-IIIA WR-1 Irr	0 Gal.	.026 Gal.	0 Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	2-BROMOPHENYL ISOCYANATE		Irr OHH Sens	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	2-BROMOTEREPHTHALIC ACID	100	CL-IIIB Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	2-CHLORO-1-METHYLPYRIDINIUM IODIDE		Irr OHH	0 Lbs.	.00022 Lbs.	0 Lbs.	
2 MedChem	2-CHLORO-3-NITROPYRIDINE	100	Fs Irr	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2-CHLORO-4-METHYL-3-NITROPY RIDINE	100	FS Irr	0 Lbs.	.0022 Lbs.	0 Lbs.	
2 MedChem	2-CHLOROBENZALDEHYDE	100	CL-IIIA Corr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	2-CHLOROBENZOYL CHLORIDE Chlorobenzoyl chloride	100	Corr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	2-CHLOROBENZYL ISOCYANATE	100	CL-IIIB Irr OHH	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	2-CHLOROETHANESULFONYL CHLORIDE		CL-IIIB Tox Corr OHH	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	2-CHLOROETHYL PHENYL SULFIDE	100	CL-IIIB Tox Irr Sens	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	2-CHLOROETHYL PHENYL SULFONE	100	Sens Irr OHH	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2-CHLOROPYRIDINE		CL-IIIA Tox Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	2-CYCLOHEXEN-1-ONE		Tax CL-II	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	2-DECALONE	100	CL-IIIB Irr	0 Gal.	.026 Gal.	0 Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	2-DIMETHYLAMINOETHYL CHLORIDE HYDROCHLORIDE	100	Tox Irr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	2-ETHOXYBENZYLAMINE	100	FS Irr	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	2-FLUOROBENZALDEHYDE	100	CL-II Irr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	2-FLUOROBENZYLAMINE	100	CL-IIIA Irr	0 Gal.	.00026 Gal.	0 Gal.	
2 MedChem	2-FLUOROPYRIDINE	98%	fl2 irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	2-FUROYL CHLORIDE	100	CL-IIIA Corr Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	2-IODOBENZOIC ACID	100	Sens OHH	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2-IODOPROPANE Iso-Propyl Iodide	100	FL-1B Irr	0 Gal.	0 Gal.	1.43 Gal.	
2 MedChem	2-MESITYLENESULFONYL CHLORIDE	100	FS Corr Tax WR-1	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2-METHOXYBENZYLAMINE	100	CL-IIIB Corr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	2-METHOXYETHYLAMINE		FL-1B Corr	0 Gal.	.065 Gal.	0 Gal.	
2 MedChem	2-METHOXYPROPENE		FL-1A	0 Gal.	.013 Gal.	0 Gal.	
2 MedChem	2-NAPHTHOYL CHLORIDE	100	FS Corr	0 Lbs.	.022 Lbs.	0 Lbs.	
2 MedChem	2-NITROIMIDAZOLE	100	Tax Irr	.0088 Lbs.	.0022 Lbs.	0 Lbs.	
2 MedChem	2-NITROPHENYLACETIC ACID		OHH Irr	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2-PHENYL-1-PROPANOL		CL-IIIB	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	2-PYRIDINECARBOXALDEHYDE		CL-II Irr	0 Gal.	.026 Gal.	0 Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ______________ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______________________________ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration	3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	 Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	2-THIENYLLITHIUM	FL-1b Corr Irr WR-2	.052 Gal.	.026 Gal.	0 Gal.	Yes
2 MedChem	2-THIOPHENECARBOXALDEHYDE 100	CL-IIIA N/R	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	2-THIOPHENESULFONYL CHLORIDE	CL-IIIB Corr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	2,2[1]-AZOBIS(ISOBUTYRONITRILE) 100	FS UR-3 Irr OHH	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	2,2-DIMETHYL-1,3-DIOXOLANE-4- METHANAMINE 100	CL-IIIA Corr	0 Gal.	.0013 Gal.	O.Gal.	
2 MedChem	2,2-DIPHENYLETHYLAMINE 100	FS Irr	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2,2,6,6-TETRAMETHYLPIPERIDINE 100	FL-1C Tox	.0065 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	2,3-DIBROMOPROPENE 100	CL-II OHH Tox	.013 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	2,3-DICHLORO-5,6-DICYANO-1,4- BENZOQUINONE 100	Tox WR-1	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	2,3-DIHYOROFURAN	FL-1B Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	2,4-DI-TERT-BUTYLPHENOL 100	FS Irr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	2,4-DIBROMOPHENOL 100	CL-IIIA Tox Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	2,4-DICHLOROBENZYL ISOCYANATE	CL-IIIB OHH Irr Sens	.0026 Gal.	.0026 Gal.	0 Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ____________ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ____________ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	2,4-DIMETHOXYBENZOYL CHLORIDE	100	Irr Corr	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	2,4-DIMETHOXYPHENYL ISOCYANATE	100	CL-IIIB Carr Irr OHH	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	2,4-DINITROFLUOROBENZENE 2,4-dinitro-1-f1uorobenzene	99	H.T.	0 Gal.	0 Gal.	.0065 Gal.	
2 MedChem	2,4,5-TRIBROMOIMIDAZOLE		H.T. Irr	.055 Lbs.	.055 Lbs.	0 Lbs.	Yes
2 MedChem	2,4,6-COLIDINE		CL-II Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	2,4,6-TRIISOPROPYLBENZENESU LFONYL CHLORIDE	100	Corr	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	2,5-DIMETHYL-3-PYRROllNE	100	FL-1B Irr	.0039 Gal.	.0013 Gal.	0 Gal.	Yes
2 MedChem	2,6-DIAMINOPYRIDINE		Tox Irr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	2,6-DICHLOROPYRIDINE	100	Tox Irr	0 Lbs.	.55 Lbs.	0 Lbs.	
2 MedChem	2,6-HEPTADIENOIC ACID	100	CL-IIIB Corr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	2,6-LUTIDINE 2.6-Lutidine	100	FL-1C Tox Irr	.026 Gal.	0 Gal.	.026 Gal.	
2 MedChem	(2R,8AS)-(+)-(CAMPHORYLSULFO NYL)OXAZlRIDINE		Tox Irr OHH	0 Lbs.	.0022 Lbs.	0 Lbs.	
2 MedChem	3-(TRIFLUOROMETHYL)BENZALD EHYDE	100	CL-IIIA Irr	.0065 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	3-(TRIFLUOROMETHYL)BENZEN ESULFONYL CHLORIDE	100	CL-IIIB Corr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	3-(TRIFLUOROMETHYL)BENZOYL CHLORIDE	100	CL-IIIB Corr	0 Gal.	.0065 Gal.	0 Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ____________ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ____________ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	3-ACETYL-1-PROPANOL		CL-IIIA Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3-AMINO-1-PHENYLBUTANE	100	CL-IIIB Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3-AMINO-1-PROPANOL		Corr CL-II	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3-AMINO-1,2-PROPANEDIOL	100	CL-IIIB Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	3-AMINOPYRIDINE	100	Tox Irr	0 Lbs.·	.055 Lbs.	0 Lbs.	
2 MedChem	3-BROMOPYRIDINE	100	CL-II Tox Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3-BUTEN-1-0L	100	FL-1C Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	3-BUTENYLMAGNESIUM BROMIDE BUTENYLMAGNESIUM Tetrahydrofuran	.5M	FL-1B WR-2 UR-3 OHH	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3-BUTYN-1-OL	100	FL-1C Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	3-CHlOROBENZALDEHYDE	100	CL-IIIA Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3-CHlOROBENZOYL CHLORIDE	100	WR-1 Corr Irr OHH	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3-CHlOROPEROXYBENZOIC ACID M-Chloroperoxybenzoic Acid	100	Oxy-1	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3-CHlOROPROPANESULFONYL CHLORIDE		CL-IIIB Irr OHH	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	3-CYANOPHENYL ISOCYANATE		Irr OHH Sens	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	3-CYANOPHENYLBORONIC ACID		Irr OHH	0 Lbs.	.0022 Lbs.	0 Lbs.	

Inventory for Building Occupancy Classification

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Signature of Preparer: ____________ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	5. Quantity in Use Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	3-CYCLOPENTYLPROPIONYL CHLORIDE		CL-IIIA Corr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	3-FLUORO-P-ANISALDEHYDE	100	FS Irr	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	3-FLUOROANlIINE	100	FL-1C Tox Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	3-FLUOROBENZALDEHYDE	100	CL-II Irr	0 Gal.	.013 Gal.	0 Gal.	
2 MedChem	3-METHOXYBENZVLAMINE	100	CL-IIIB IIT	0 Gal.	.013 Gal.	0 Gal.	
2 MedChem	3-METHYLACETOPHENONE	100	CL-IIIA Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	3-METHYLBENZYLISOCYANATE	100	CL-IIIB Irr Sens OHH	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	3-METHYLNORCAMPHANE-2-METHANOL	100	CL-IIIA Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	3-NITROBENZOYL CHLORIDE		UR-4 WR-1 Corr	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	3-NITROPHENYLACETONITRILE	100	Tox	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	3-PENTENOIC ACID	100	Corr	.0065 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	3-PHENOXYPROPYL BROMIDE	100	CL-IIIB Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3-PHENYL-1-PROPYNE		CL-II Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	3-PHENYLPROPYLAMINE		CL-IIIA Irr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	3-PYRIDINECARBOXALOEHYDE	99	Sens CL-II	.026 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3-PYRIDYLCARBINOL		CL-IIIB Irr	0 Gal.	.0013 Gal.	0 Gal.	

Inventory for Building Occupancy Classification

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Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	3-PYRROLINE		FL-1B Tox Corr OHH	.00104 Gal.	.00026 Gal.	0 Gal.	Yes
2 MedChem	3,3-DIMETHYLBUTYRALDEHYOE	100	FL-1B Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	3,4-DICHLOROANILINE	100	Tox Sens OHH	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	3,4-DIHYORO-2H-PYRAN 3,4 Dihydro-2H-pyran	100	FL-1B Irr	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	3,4-DIMETHOXYBENZENESULFO NYL CHLORIDE	100	Corr	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	3,4,5-TRIMETHOXYPHENYL ISOCYANATE		CL-IIIB Irr OHH Sens	0 Gal.	.00026 Gal.	0 Gal.	
2 MedChem	3,5-BIS(TRIFLUOROMETHYL)BEN ZALDEHYDE	100	FL-1C Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	3,5-BIS(TRIFLUOROMETHYL)BRO MOBENZENE	100	CL-IIIB Irr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	3,5-DICHLORO-2-HYDROXYBENZ ENESULFONYL CHLORIDE	100	Tox Care OHH	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	3,5-DICHLOROANILINE	100	FS Irr Tox	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	3,5-DICHLOROBENZALDEHYDE		Corr	.011 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	3,5-DIFLUOROBENZVLAMINE	100	CL-IIIA Corr	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	3,5-0IMETHYLPIPERIDINE	100	FL-1C Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	4-(AMINOMETHYL)PIPERIDINE	100	Cl-lIIA Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	4-(DIMETHYLAMINO)PYRIDINE Dimethylaminopyridine	100	CORR	0 Lbs.	.22 Lbs.	0 Lbs.	

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Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	5. Quantity in Use Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	4-(TRIFLUOROMETHOXY)BENZENESULFONYL CHLORIDE	100	CL-IIIB Irr Corr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	4-(TRIFLUOROMETHYL)-2-PYRIMIDINETHIOL		Tox	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	4-(TRIFLUOROMETHYL)BENZALDEHYDE	100	CL-IIIA Irr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	4-(TRIFLUOROMETHYL)BENZYLAMINE	100	FL-1C Irr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	4''-CHLOROACETOPHENONE	100	CL-IIIA OHH	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	4-AMINO-1-BUTANOL		CL-IIIB Corr	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	4-AMINOBENZOTRIFLUORIDE	100	Tox Irr CL-II	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	4-AMINOBIPHENYL		Carc Tox	0 Lbs.	0 Lbs.	.055 Lbs.	
2 MedChem	4-AMINOPYRIDINE		H.T. Irr OHH	0 Lbs.	.055 Lbs.	0 Lbs.	Yes
2 MedChem	4-BENZYLPIPERIDINE	100	CL-IIIB Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	4-BIPHENYLSULFONYL CHLORIDE		Corr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	4-BROMO-2-METHYL-2-BUTENE	100	FL-1C Corr Irr OHH	0 ·Gal.	.0026 Gal.	0 Gal.	
2 MedChem	4-BROMOBENZALDEHYDE		FS Irr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	4-BROMOBUTYRONITRILE	100	CL-IIIB Irr Tox	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	4-CHLOROBENZALDEHYDE 4-Chlorobenzaldehyde	100	FS Irr	0 Lbs.	.55 Lbs.	0 Lbs.	

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Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	5. Quantity in Use Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	4-CHLOROBENZENESULFONYL CHLORIDE	100	FS Corr WR-1	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	4-CHLOROBENZOYL CHLORIDE		FS Corr Irr OHH	0 Lbs.	.00022 Lbs.	0 Lbs.	
2 MedChem	4-CHLOROPHENYL ISOTHIOCYANATE	100	FS Irr OHH	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	4-CYANOBENZOYL CHLORIDE	100	Corr WR-1	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	4-CYANOPHENYL ISOCYANATE	100	Irr Sens OHH	0 Lbs.	.0044 Lbs.	0 Lbs.	
2 MedChem	4-DIMETHYLAMINO-2,2,6,6-TETR AMETHYLPIPERIDINE	100	CL-II Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	4-DIMETHYLAMINOAZOBENZENE - -4[1]-SULFONYL CHLORIDE	100	Corr OHH	0 Lbs.	.0022 Lbs.	0 Lbs.	
2 MedChem	4-ETHYLPHENYL ISOCYANATE	100	CL-IIIA Irr OHH Sens	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	4-FLUOROBENZALDEHYDE 4-Fluorobenzaldehyde	100	CL-II Irr	0 Gal.	.013 Gal.	0 Gal.	
2 MedChem	4-FLUOROBENZENESULFONYL CHLORIDE	100	FS Corr	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	4-FLUOROBENZYL ISOCYANATE		CL-IIIA Irr OHH Sens	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	4-FLUORONITROBENZENE	100	CL-IIIA Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	4-METHOXY-1-NAPHTHALDEHYDE		CL-IIIB	0 Gal.	.013 Gal.	0 Gal.	
2 MedChem	4-METHOXYBENZYLAMINE	100	CL-IIIB Corr	0 Gal.	.0065 Gal.	0 Gal.	

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1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use		6. Stored in Approved Cabinet?
					Open[2]	Closed[3]	
2 MedChem	5-CHLOROVALERYL CHLORIDE		CL-IIIA Corr Irr OHH	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	5,6-DIMETHYLBENZIMIDAZOLE	100	Tox	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	6-AMINOCAPROIC ACID 6-Aminohexanoic Acid	100	OHH	0 Lbs.	0 Lbs.	0 Lbs.	
2 MedChem	6-PHENYL-1-HEXANOL	100	CL-IIIB Irr	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	7-OXOOCTANOIC ACID		CL-IIIB Irr	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	8-QUINOLINESULFONYL CHLORIDE		Corr	0 Lbs.	.022 Lbs.	0 Lbs.	
2 MedChem	A,A,A-TRIFLUORO-P-TOLYL ISOCYANATE		CL-IIIA Irr OHH	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	ACETALDEHYDE Acetaldehyde	100	FL-1B	0 Gal.	0 Gal.	.065 Gal.	
2 MedChem	ACETIC ANHYDRIDE Acetic Anhydride	100	CL-II WR-2 Corr-Acid	.26418 Gal.	.26418 Gal.	0 Gal.	
2 MedChem	Acetone	100	FL-1B Irr	2.1 Gal.	0 Gal.	0 Gal.	Yes
2 MedChem	Acetone	100	FL-1B Irr	3 Gal.	Gal.	1 Gal.	Yes
2 MedChem	ACETONE CYANOHYDRIN	100	H.T. CL-IIIA Irr OHH	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	ACETYL CHLORIDE	100	Corr FL-1B	.013 Gal.	0 Gal.	.013 Gal.	Yes
2 MedChem	ACETYLACETONE Acetylacetone	100%	FL-1C Irr OHH Tox	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	ALLYL ALCOHOL Allyl Alcohol	100	FL-1B Corr Tox	0 Gal.	0 Gal.	.026 Gal.	

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1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	ALLYL BROMIDE Allyl Bromide	100	Tox Irr	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	ALUMINUM CHLORIDE ALUMINUM CHLORIDE	100	WR-2 Corr	0 Lbs.	0 Lbs.	1.76 Lbs.	
2 MedChem	AMMONIA Ammonia, Anhydrous	100	Corr FG OHH	0 Cu.Ft.	0 Cu.Ft.	6.3 Cu.Ft.	
2 MedChem	AMMONIUM SULFAMATE ammonium sulfamate	100%	Oxy-1 UR-1 Irr	0 Lbs.	2.2 Lbs.	0 Lbs.	
2 MedChem	ANILINE Aniline	100	Irr Tox CL-IIIA	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	ANISOLE Anisole	100	Irr CL-II	0 Gal.	0 Gal.	0 Gal.	
2 MedChern	ANTHRANILIC ACID anthranilic acid	99	Irr Sens	0 Lbs.	1.1 Lbs.	0 Lbs.	
2 MedChem	B-BROMOCATECHOLBORANE	100	FS Corr	0 Lbs.	.11 Lbs.	0 Lbs.	
2 MedChem	BARIUM HYDROXIDE OCTAHYDRATE		H.T. Corr	0 Lbs.	0 Lbs.	.055 Lbs.	
2 MedChem	BDCS SILYLATION REAGENT Tert-Butyl Dimethylsilyl	100	FS CORR	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	BENZALDEHYDE	100	CL-IIIA Irr OHH Sens	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	BENZENESUlFONYL CHLORIDE		WR-1 Corr CL-IIIB	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	BENZIMIDAZOLE	100	Tox	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	BENZO[B]FURAN-2-CARBOXALD EHYDE	100	FS Irr	.022 Lbs.	.022 Lbs.	0 Lbs.	
2 MedChem	BENZOPHENONE IMINE		CL-IIIB Irr	0 Gal.	.0065 Gal.	0 Gal.	

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1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	 Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	BENZOYL CHLORIDE Benzoyl Chloride	100	UR-1 WR-1	0 Gal.	.065 Gal.	0 Gal.	
2 MedChem	BENZOYL PEROXIDE Benzoyl peroxide 77-95%	77-95	Perox-II Oxy-3	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	BENZYL 1-PIPERAZINECARBOXYLATE	100	CL-IIIB Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	BENZYL ALCOHOL Benzyl Alcohol	100	CL-IIIB Tox Irr Sens	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	BENZYL BROMIDE BENZYL BROMIDE	100	Corr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	BENZYL CHLOROFORMATE Benzyl Chloroformate	100	CL-IIIA Corr WR-1	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	BENZYL ISOCYANATE	100	CL-II Irr Sens OHH	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	BENZYLAMINE Benzylamine	100	Tox Corr	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	BENZYLTRIETHYLAMMONIUM CHLORIDE benzyltriethylammonium	100	CF (Comb. Irr	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	BENZYLTRIMETHYLAMMONIUM HYDROXIDE benzyltrimethylammonium	40	Corr Tox — —	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	BETA-METHYLPHENETHYLAMIN	100	CL-IIIA Corr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	BIS(1,5-CYCLOOCTADIENE)NICKEL(O)		FS Tox Sens	0 Lbs.	.0044 Lbs.	0 Lbs.	
2 MedChem	BIS(CYCLOPENTADIENYL)TITANIUM		Irr OHH	0 Lbs.	.11 Lbs.	0 Lbs.	
2 MedChem	BIS(TRI-N-BUTYLTIN) OXIDE		Tox CL-IIIB	0 Gal.	.13 Gal.	0 Gal.	

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2 MedChem	BOC-4-PIPERIDONE		CL-IIIA UR-2 WR ·2 Carc	0 Gal.	0 Gal.	.013 Gal.	
2 MedChem	BORANE TETRAHYDROFURAN COMPLEX Borane-tetrahydrofuran	100	FL-1A WR-2 UR-2	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	BORANE ·METHYL SULFIDE COMPLEX	100	FL-1B Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	BORON TRIBROMIDE Boron Tribromide	100	Tox WR-2 Corr	0 Gal.	0 Gal.	.065 Gal.	
2 MedChem	BORON TRIFLUORIDE Boron trifluoride etherate	100	CL-II WR-2 Tox	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	BROMINE Bromine	100	Tox Corr Oxy-3	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	BROMOACETALDEHYDE DIMETHYL ACETAL	100	CL-II Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	BROMOACETIC ACID Bromo Acetic Acid	100	Corr-Acid	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	BROMOACETONITRILE	100	Corr	0 Gal.	0 Gal.	0 Gal.	
2 MedChem	BROMOACETYL BROMIDE Bromoacetyl bromide	100	Corr WR-2	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	BROMOACETYL CHLORIDE		Corr WR ·2	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	BROMOETHANE bromoethane	100	FL-1B Irr	0 Gal.	0 Gal.	.013 Gal.	
2 MedChem	BUTYL CHLOROFORMATE	100	Tox OHH	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	BUTYLLITHIUM		FL-1A Tox Corr WR-3	0 Gal.	0 Gal.	.026 Gal.	

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1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use		6. Stored in Approved Cabinet?
					Open[2]	Closed[3]	
2 MedChem	DIETHYL ACETYLENEDICARBOXYLATE	100	CL-II Corr Irr OHH	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	DIETHYL AZODICARBOXYLATE		Irr CL-II Tox	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	DIETHYL CHLOROPHOSPHATE	100	CL-IIIA WR-1 Corr H.T.	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	DIETHYL GLUTACONATE		CL-IIIB	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	DIETHYL KETOMALONATE	100	CL-IIIB Irr	.0065 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	DIETHYL OXALATE		CL-IIIA Tox Irr	0 Gal.	0 Gal.	.0065 Gal.	
2 MedChem	DIETHYL PHOSPHITE	100	FL-1C Irr	0 Gal.	.065 Gal.	0 Gal.	
2 MedChem	DIISOBUTYLALUMINUM HYDRIDE Diisobutylaluminum Hydride	100	Pyro UR-2 WR-3 Tox	0 Gal.	Gal.	.026 Gal.	
2 MedChem	DIISOPROPYLAMINE Diisopropylamine	100	Tox FL-1B Corr-Base	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	DIMETHYL CYANODITHIOIMINOCARBONATE		FS Tox OHH	0 Lbs.	.11 Lbs.	0 Lbs.	
2 MedChem	Dimethyl formamide (DMF)		CL-II Carc Irr	Gal.	2.1 Gal.	Gal.	
2 MedChem	DIMETHYL ITACONATE	100	FS Irr	0 Lbs.	1.1 Lbs.	0 Lbs.	
2 MedChem	DIMETHYL SULFATE	100	CL-IIIA WR-1 Carc Corr	0 Gal.	0 Gal.	.13 Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	DIMETHYL SULFIDE Methyl Sulfide	100	Irr FL-1B	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	Dimethyl Sulfoxide (DMSO) Dimethylsulfoxide (DMSO)	100	Irr CL-IIIB Sens	Gal.	2.1 Gal.	Gal.	
2 MedChem	DIMETHYLAMINE Dimethylamine	100	Corr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	DIMETHYLCARBAMYL CHLORIDE	100	FL-1C Irr Carc OHH	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	Dioxane 1,4-Dioxane	100	Irr Carc FL-1B	Gal.	1 Gal.	Gal.	
2 MedChem	DIPHENYLACETALDEHYDE	100	CL-IIIB Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	DIPHENYLPHOSPHORYL AZIDE	100	Tox Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	DL-ADRENALINE	100	Tox	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	EATON'S REAGENT Phosphorous Pentoxide Methanesulfonic Acid		CL-IIIB H.T. WR-2	0 Gal.	.13 Gal.	0 Gal.	
2 MedChem	EPICHLOROHYDRIN	100	FL-1C UR-1 Carc Tox	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	Ethanol Ethyl Alcohol	100	FL-1B Irr OHH	2.1 Gal.	0 Gal.	0 Gal.	Yes
2 MedChem	ETHANOLAMINE Ethanolamine	100	Corr	0 Gal.	.026 Gal.	0 Gal.·	
2 MedChem	ETHER ANHYDROUS		FL-1A	2.1 Gal.	0 Gal.	0 Gal.	
2 MedChem	ETHYL 1-METHYLNIPECOTATE	100	CL-IIIA Irr	.0065 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	ETHYL 3-AMINOBENZOATE	100	CL-IIIB Irr	0 Gal.	.0065 Gal.	0 Gal.	

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Inventory for Building Occupancy Classification

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Signature of Preparer: ______________________________ Date: 9/18/2000

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2 MedChem	ETHYL 3-BROMOPROPIONATE	100	CL-IIIA Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	ETHYL	100	FS Irr Sens OHH	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	ETHYL	100	CL-II Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	ETHYL 5-OXOHEXANOATE		CL-IIIA	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	Ethyl acetate ethyl acetate-1-13C	100%	FL-1B Irr	6.3 Gal.	0 Gal.	0 Gal.	Yes
2 MedChem	Ethyl acetate ethyl acetate	100%	FL-1B Irr	3 Gal.	Gal.	1 Gal.	Yes
2 MedChem	ETHYL ACETOACETATE Ethyl Acetoacetate	100	CL-IIIA Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	ETHYL CHLOROFORMATE Ethyl Chloroformate	100	WR-1 FL-1B	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	Ethyl ether	100	FL-1A Irr	Gal.	4.2 Gal.	Gal.	
2 MedChem	ETHYL HYDROGEN MALONATE		CL-IIIB Irr	0 Gal.	.013 Gal.	0 Gal.	
2 MedChem	ETHYL LEVULINATE	100	CL-IIIB	0 Gal.	.13 Gal.	0 Gal.	
2 MedChem	ETHYL NIPECOTATE	100	CL-IIIA Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	ETHYL (R)-(-)-2-HYDROXY-4-PHENYLBUT	100	CL-IIIB Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	ETHYL TRIFLUOROACETATE Ethyl trifluoroacetate	100	FL-1B Corr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	ETHYL VINYL ETHER	100	FL-1A Irr OHH	0 Gal.	.065 Gal.	0 Gal.	
2 MedChem	ETHYLENE GLYCOL 1,2 Ethanediol	100	CL-IIIB Irr OHH	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	ETHYLENEDIAMINE Ethylenediamine	100	Tox Corr	0 Gal.	0 Gal.	.00026 Gal.	

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1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	5. Quantity in Use Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	ETHYLENEIMINE	100	FL-1B UR-3D Carc Corr	.104 Gal.	0 Gal.	.026 Gal.	Yes
2 MedChem	EXO-2-AMINONORBORNANE	100	FL-1C Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	FENOPROFEN	100	Tox Irr	0 Lbs.	.022 Lbs.	0 Lbs.	
2 MedChem	FORMALDEHYDE Formaldehyde Sol'n	37	CL-II Carc Tox Corr	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	FURFURYLAMINE	100	FL-1C Tox Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	GLYOXYLIC ACID	50	Corr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	HEXAMETHYLPHOSPHORAMIDE Hexamethylphosphoramide	100	CL-IIIB Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	Hexane Hexane	100	FL-1B Irr	3 Gal.	Gal.	1 Gal.	Yes
2 MedChem	hexanes, ACS HPLC grade; hexanes, anhydrous hexanes, mixed isomers		FL-1B Irr OHH	6.3 Gal.	0 Gal.	0 Gal.	Yes
2 MedChem	HEXYL ISOCYANATE	100	CL-II Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	HISTAMINE	100	Tox Irr Sens	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	HYDRAZINE HYDRATE Hydrazine, monohydrate	100	Tox Corr CL-IIIA Carc	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	Hydrochloric Acid >30% Hydrogen Chloride	100	Corr-Acid	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	HYDROCINNAMOYL CHLORIOE	100	CL-IIIB Corr OHH	0 Gal.	.0065 Gal.	0 Gal.	

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2 MedChem	ISOPROPYLSULFONYL CHLORIDE		CL-IIIA Corr OHH	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	ISOVALERYL CHLORIDE		FL-1B Corr WR-2 OHH	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	KARL FISCHER REAGENT 2-METHOXYETHANOL	100	CL-II Irr OHH	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	L-PROLINE METHYL ESTER HYDROCHLORIDE	100	WR-1 Irr	.011 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	LITHIUM ALUMINUM HYDRIDE Lithium Aluminum Hydride	100	Corr WR-2	.026 Gal.	0 Gal.	.026 Gal.	
2 MedChem	LITHIUM BIS(TRIMETHYLSILYL)AMIDE		FS WR-2 Corr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	LITHIUM BOROHYDRIDE Lithium Borohydride	100	FS	0 Lbs.	.11 Lbs.	0 Lbs.	
2 MedChem	LITHIUM CHLORIDE Lithium Chloride	100	OHH	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	LITHIUM DIISOPROPYLAMIDE Lithium Diisopropylamide	100	FL-1B	0 Gal.	0 Gal.	.208 Gal.	
2 MedChem	LITHIUM TETRAFLUOROBORATE		Corr	0 Lbs.	.022 Lbs.	0 Lbs.	
2 MedChem	M-TOLUOYL CHLORIDE		CL-IIIA Corr Irr OHH	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	MAGNESIUM magnesium	100	FS UR-2 WR-1	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	MAGNESIUM PERCHLORATE HEXAHYDRATE		Oxy-3 Irr	0 Lbs.	.22 Lbs.	0 Lbs.	Yes
2 MedChem	METHANESULFONIC ACID	98	CL-IIIB Corr	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	METHANESULFONYL CHLORIDE Methanesulfonyl Chloride	100	CL-IIIB Corr-Acid	0 Gal.	.026 Gal.	0 Gal.	

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1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	5. Quantity in Use Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	Methanol Methyl Alcohol, Anhydrous	100	FL-1B Irr	3 Gal.	Gal.	1 Gal.	Yes
2 MedChem	Methanol Methyl Alcohol, Anhydrous	100	FL-1B Irr	3 Gal.	Gal.	1 Gal.	Yes
2 MedChem	METHOXYAMINE HYDROCHLORIDE Methoxylamine Hydrochloride	100	Corr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	METHYL 1-CYCLOPENTENE-1-CARBOXYL	100	CL-II Irr	.0026 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	METHYL 2-(BROMOMETHYL)ACRYLATE	100	CL-II OHH Irr	.0013 Gal.	.00026 Gal.	0 Gal.	
2 MedChem	METHYL 2-BROMOBENZOATE	100	CL-IIIB Irr	.02 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	METHYL 3-BROMOPROPIONATE		CL-IIIA Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	METHYL 4-BROMOCROTONATE		CL-IIIA Corr Irr OHH	.052 Gal.	.026 Gal.	0 Gal.	
2 MedChem	METHYL 4-METHOXYACETOACETATE	100	FL-1C Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	METHYL BROMOACETATE Methyl Bromoacetate	100	Corr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	METHYL CHLOROFORMATE Methyl Chloroformate	100	FL-1B Tox	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	METHYL CROTONATE	98	FL-1b Irr	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	METHYL CYCLOHEXYLACETATE		CL-IIIA	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	METHYL ISOCYANATE Methyl Isocyanate	100	H.T. FL-1B WR-2	0 Gal.	0 Gal.	.007 Gal.	
2 MedChem	METHYL OXALYL CHLORIDE	100	CL-II Corr-Acid Irr	0 Gal.	.013 Gal.	0 Gal.	

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					Open[2]	Closed[3]	
2 MedChem	METHYL PROPIOLATE	100	FL-1B Irr UR-1	.013 Gal.	0 Gal.	.013 Gal.	Yes
2 MedChem	METHYL PYRUVATE	100	CL-II Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	METHYL TRANS-3-PENTENOATE	100	FL-1C Irr	.0078 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	METHYLUTHIUM		Pyro Corr Tox WR-3	0 Gal.	Gal.	.026 Gal.	
2 MedChem	MOLYBDENUM HEXACARBONYL		Tox Irr	0 Lbs.	.022 Lbs.	0 Lbs.	
2 MedChem	MORPHOLINE Morpholine	100	FL-1C	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	N-(2-AMINOETHYL)CARBAMIC ACID TERT-BUTYL ESTER	100	CL-IIIB Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	N-(3'-AMINOPROPYL)-2-PYRROLI DINONE	100	CL-IIIB Corr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	N-(BENZYLOXYCARBONYLOXY)S UCCINIMIDE		Sens	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	N,N,N',N'-TETRAMETHYLETHYLE NEDIAMINE Tetramethylethylenediamine	100	FL-1B CORR	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	N,N,N"-TRIMETHYL-1,3-PROPANE DIAMINE		FL-1B Corr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	N,N'-DICYCLOHEXYLCARBODIIMI DE N,N-Dicyclohexylcarbodiimide	95	Corr Tox CL-IIIA	0 Gal.	0 Gal.	.25 Gal.	
2 MedChem	N,N'-DIETHYL-1,3-PROPANEDIAM INE		CL-II Corr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	N,N'-DIISOPROPYLCARBODIIMID E 1,3-Diisopropylcarbodiimide	99	FL-1B	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	N,N-diisopropylethylamine N,N-diisopropylethylamine	99	Corr FL-1B	Gal.	1 Gal.	Gal.	

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2 MedChem	N,N-DIMETHYLANILINE		CL-IIIA Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	N,N-DIMETHYLETHYLENEDIAMIN E		FL-1C Corr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	N,N-DIMETHYLFORMAMIDE DI-TERT-BUTYL ACETAL	100	FL-1C Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	N,N-DIMETHYLFORMAMIDE DIMETHYL ACETAL N,N-Dimethylformamide	100	FL-1B Irr UR-1	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	N,N-DIMETHYLNEOPENTANEDIA MINE		FL-1B Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	N-(TERT-BUTOXYCARBONYL)-D-PROLINAL	100	CL-IIIB Irr	0 Gal.	.00026 Gal.	0 Gal.	
2 MedChem	N-ACETYLSULFANILYL CHLORIDE		Corr	0 Lbs.	.22 Lbs.	0 lbs	
2 MedChem	N-BROMOSUCCINIMIDE N-Bromosuccinimide	100	Corr	0 Lbs.	0 Lbs.	1.1 Lbs.	
2 MedChem	N-BUTYLAMINE	100	FL-1B Tox Corr	0 Gal.	0 Gal.	.0065 Gal.	
2 MedChem	N-CARBOBENZYLOXY-L-SERINE METHYL ESTER	100	CL-IIIB Irr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	N-CHLOROSUCCINIMIDE CHLOROSUCCINIMIDE	100	Oxy-2 Corr OHH	0 Gal.	0 Gal.	0 Gal.	
2 MedChem	N-ETHYLMETHYLAMINE	100	FL-1B Corr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	N-HEXYLMETHYLAMINE	100	FL-1C Irr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	N-Methyl Pyrrolidone (NMP) N-Methyl Pyrrolidone (NMP)	100	CL-IIIA Irr	26 Gal.	1 Gal.	6 Gal.	
2 MedChem	N-METHYL-N'-NITRO-N-NITROSO GUANIDINE	100	Tox FS Carc OHH	0 Lbs.	.055 Lbs.	0 Lbs.	

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2 MedChem	N-METHYL-N-PROPARGYLBENZYLAMINE	100	Tox Irr CL-II	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	N-METHYLANILINE N-methylaniline	100	CL-IIIA Irr Tox	0 Gal.	0 Gal.	.013 Gal.	
2 MedChem	N-METHYLSENZYLAMINE		CL-IIIA Corr Sens	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	N-METHYLHOMOVERATRYLAMINE	100	CL-IIIB Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	N-methylmorpholine N-methylmorpholine	100	Corr FL-1C	Gal.	4.2 Gal.	Gal.	
2 MedChem	N-METHYLPHENETHYLAMINE	100	CL-IIIA Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	N-PROPYL ISOCYANATE		FL-1B Tox OHH Sens	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	N-TRIMETHYLSILYLIMIDAZOLE	100	FL-1B Irr WR-1	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	NICKEL Nickel (Raney Activated)	100	FS Carc Sens	0 Lbs.	1.1 Lbs.	0 Lbs.	
2 MedChem	NICOTINOYL CHLORIDE HYDROCHLORIDE		Corr	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	Nitric Acid 41-86% Nitric Acid	41-86	Oxy-2 Corr-Acid	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	NITROMETHANE Nitromethane	100	FL-1B UR-3 Irr	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	NITROSONIUM TETRAFLUOROBORATE Nitrosonium Tetrafluoroborate	100	CORR	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	O-ANISALDEHYDE		CL-IIIB Irr	0 Gal.	.026 Gal.	0 Gal.	

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2 MedChem	O-ANISIDINE o-Anisidine	100	CL-IIIB Carc Irr OHH,sens	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	O-PHENYLENEDIAMINE Phenylenediamine	100	Sens Irr Tox	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	O-PHTHALALDEHYDE	100	Irr CL-IIIB	.0065 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	O-XYLENE		FL-1B Irr OHH	0 Gal.	0 Gal.	.26418 Gal.	
2 MedChem	OSMIUM TETROXIDE Osmium(VlII) Oxide	100	Tox Oxy-1 Irr	0 Lbs.	0 Lbs.	.055 Lbs.	
2 MedChem	OXALIC ACID Oxalic Acid	100	Tox Irr	0 Gal.	0 Gal.	.065 GaL	
2 MedChem	OXALYL CHLORIDE Oxalyl chloride	100	WR-2 Corr Tox OHH	.026 Gal.	.026 Gal.	0 Gal.	Yes
2 MedChem	P-ANISALDEHYDE		CL-IIIB	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	P-ANISIDINE		Irr Sens	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	P-ANISOYL CHLORIDE P-Anisoyl chloride	100	Corr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	(+)-P-MENTH-1-EN-9-OL		CL-IIIB	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	P-TOLUALDEHYDE		CL-IIIA	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	P-TOLUENESULFONIC ACID MONOHYDRATE p-toluenesulfonic acid	100	CF (Comb. Corr	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	P-TOLUENESULFONYL CHLORIDE Toluenesulfonyl Chloride	100	Corr-Acid	0 Gal.	0 Gal.	.26418 Gal.	
2 MedChem	P-TOLUOYL CHLORIDE p-Toluoyl chloride	100	CL-IIIA Corr	0 Gal.	.026 Gal.	0 Gal.	

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2 MedChem	P-TOLYL ISOTHIOCYANATE	100	CL-IIIB Irr OHH	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	PALLADIUM Palladium on activated		Irr FS	0 Lbs.	.0022 Lbs.	0 Lbs.	
2 MedChem	PARAFORMALDEHYDE PARAFORMALDEHYDE	100	FS Corr	0 Lbs.	0 Lbs.	1.1 Lbs.	
2 MedChem	PERFLUORO-1-BUTANESULFON YL FLUORIDE	100	Corr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	PERIODIC ACID Periodic Acid	100	Oxy-1 CORR	.66 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	Petroleum Ether Petroleum Ether	100	FL-1A Irr	2.1 Gal.	0 Gal.	0 Gal.	
2 MedChem	PHENETHYL ISOCYANATE		Irr OHH Sens	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	PHENETHYLAMINE		CL-IIIA Irr Sens	0 Gal.	.208 Gal.	0 Gal.	
2 MedChem	PHENOTHIAZINE phenothiazine	+98%	Sens	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	PHENYL CHLOROFORMATE Phenyl chloroformate	100	Tox Carr	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	PHENYL ISOTHIOCYANATE		CL-IIIA Tox Sens OHH	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	PHENYLACETALDEHYDE		CL-IIIA Irr Sens	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	PHENYLACETYL CHLORIDE	100	WR-2 Corr	0 Lbs.	.22 Lbs.	0 Lbs.	Yes
2 MedChem	PHENYLACETYLENE	98	FL-1C	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	PHENYLLITHIUM cyclohexane ethher	1.8M	Pyro Corr WR-3 UR-3	0 Gal.	Gal.	.026 Gal.	

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1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	PHOSGENE Phosgene	100	H.T. WR-1 Irr	.052 Cu.Ft.	0 Cu.Ft.	2.6 Cu.Ft.	
2 MedChem	PHOSPHOMOLYBDIC ACID HYDRATE Phosphomolybdic Acid,	100	Oxy-2 CORR	0 Lbs.	1.1 Lbs.	0 Lbs.	
2 MedChem ·	PHOSPHORIC ACID	100	Corr	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	Phosphorous Trichloride Phosphorous Trichloride	100	H.T. UR-2 WR-2 Corr	0 Gal.	0 Gal.	.055 Gal.	
2 MedChem	PHOSPHORUS OXYCHLORIDE POCL3	100	H.T. Corr WR-2	.022 Gal.	0 Gal.	.006 Gal.	
2 MedChem	PHOSPHORUS PENTACHLORIDE Phosphorus Pentachloride	100	WR-2 Corr	0 Lbs.	0 Lbs	.22 Lbs.	
2 MedChem	PHOSPHORUS PENTOXIDE Phosphorous Pentoxide	100	CORR WR-2 Tox	0 Lbs.	0 Lbs	.22 Lbs.	
2 MedChem	PHOSPHORUS (V) TRIBROMIDE OXIDE, 98%		WR-2 Corr OHH	.052 Gal.	.026 Gal.	0 Gal.	Yes
2 MedChem	PHTHALOYL DICHLORIDE		Tox Corr Irr OHH	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	PIPERIDINE Piperidine	100	FL-1B Tox Corr	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	PIPERONAL		Irr OHH	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	POLYPHOSPHORIC ACID	100	Corr OHH	0 Gal.	.26 Gal.	0 Gal.	
2 MedChem	POTASSIUM potassium	100	FS WR-2 Corr	0 Lbs.	0 Lbs.	.11 Lbs.	

Inventory for Building Occupancy Classification

Plan Check No.: ________ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ________ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	POTASSIUM BIS(TRIMETHYLSILYL)AMIDE Potassium bis (trimethyl silyl) Toluene	 0.1 99.9	FL-1B Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	POTASSIUM BOROHYDRIDE		FS WR-2 Corr	0 Lbs.	0 Lbs.	.011 Lbs.	
2 MedChem	POTASSIUM CARBONATE	100	Corr	0 Gal.	0 Gal.	.065 Gal.	
2 MedChem	POTASSIUM CYANIDE Potassium Cyanide	100	H.T. Irr	0 Gal.	0 Gal.	.0065 Gal.	
2 MedChem	POTASSIUM FLUORIDE Potassium Fluoride	100	Tox OHH	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	POTASSIUM HYDROGEN SULFATE Potassium Bisulfate	100	Corr	0 Lbs.	1.1 Lbs.	0 Lbs.	
2 MedChem	POTASSIUM NITRATE potassium nitrate	100	Oxy-1 Irr	0 Lbs.	1.1 Lbs.	0 Lbs.	
2 MedChem	POTASSIUM NITROSODISULFONATE		WR-2 Irr	.022 Lbs.	.022 Lbs.	0 Lbs.	Yes
2 MedChem	POTASSIUM TERT-BUTOXIDE Potassium tert-Butoxide	100	FS WR-2	0 Lbs.	1.1 Lbs.	0 Lbs.	
2 MedChem	POTASSIUM TRIMETHYLSILANOLATE		Corr	.165 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	PROCAINAMIDE HYDROCHLORIDE	100	Irr OHH	0 Lbs.	.055 Lbs.	0 Lbs.	
2 MedChem	PROPARGYLALCOHOL Propargyl Alcohol	100	FL-1C Irr H.T.	0 Gal.	0 Gal.	·.026Gal.	
2 MedChem	PROPARGYL BENZENESULFONATE	100	CL-IIIB Corr	0 Gal.	.13 Gal.	0 Gal.	
2 MedChem	PROPIOLIC ACID	98	CI-II Corr Tox	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	PROPIONALDEHYDE		FL-1B UR-1 Corr	.0065 Gal.	.0065 Gal.	0 Gal.	Yes

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	Pyridine Pyridine	 100	Fl-1B Irr	1 Gal.	Gal.	1 Gal.	Yes
2 MedChem	PYRIDINE-3-SULFONIC ACID 3-Pyridine Sulfonic Acid	 100	CORR	0 Lbs.	.055 Lbs.	0 lbs.	
2 MedChem	PYRIDINE-4-METHANOL	 100	Cl-IIIB Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	PYRIDINIUM CHLOROCHROMATE Pyridinium Chlorochromate	 100	Oxy-1	0 Lbs.	1.1 lbs.	0 lbs.	
2 MedChem	PYRIDINIUM DICHROMATE Pyridinium Dichromate	 100	Carc Oxy-1	0 Lbs.	1.1 Lbs.	0 Lbs.	
2 MedChem	PYRROLIDINE Pyrrolidine	 100	Tox WR-1	0 Gal.	0 Gal.	0 Gal.	
2 MedChem	(R)-(+)-1-PHENYL-1-BUTANOL	 100	FS Irr	0 Lbs.	.0022 Lbs.	0 Lbs.	
2 MedChem	R(-)-1-PHENYL-2-PROPANOL		CL-IIIA	0 Gal.	.00026 Gal.	0 Gal.	
2 MedChem	(R)-(+)-2-METHYL-1-PHENYL-1-PR OPANOL		CL-IIIA	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	(R)-(+)-2-PHENYL-1-PROPANOL		CL-IIIB	.00026 Gal.	.00026 Gal.	0 Gal.	
2 MedChem	(R)-(-)-EPICHLOROHYDRIN		FL-1B Tox Carc OHH	.0026 Gal.	.0013 Gal.	0 Gal.	Yes
2 MedChem	(S)-(+)-EPICHLOROHYDRIN		FL-1C Tox Carc OHH	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	SAMARIUM(II) IODIDE Iodine Tetrahydrofuran	 .1m	FL-1B UR-3 Sens OHH	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	SELENIUM DIOXIDE Selenium(lV) Oxide	 100	Tox Irr	0 Lbs.	0 Lbs.	1.1 Lbs.	
2 MedChem	SILVER (II) OXIDE		Oxy-3 Irr	0 Lbs.	.022 Lbs.	0 Lbs.	Yes
2 MedChem	SILVER NITRATE Silver Nitrate	 100	Oxy-1 Irr	0 Lbs.	1.1 Lbs.	0 Lbs.	

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	5. Quantity in Use Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	SODIUM sodium	100	FS UR-2 WR-2 Corr	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	SODIUM AZIDE Sodium Azide	100	UR-3 H.T. WR-1	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	SODIUM BIS(TRIMETHYLSILYL)AMIDE		FL-1B Corr	0 Gal.	Gal.	.208 Gal.	
2 MedChem	SODIUM BOROHYDRIDE Sodium Borohydride	100	Corr WR-2	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	SODIUM CYANOBOROHYDRIDE Sodium Cyanoborohydride	100	WR-1 FS	0 Lbs.	.11 Lbs.	0 Lbs.	
2 MedChem	SODIUM DITHIONITE		FS WR-1 Irr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	SODIUM ETHOXIDE		FS WR-2 Corr	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	SODIUM HYDRIDE		FS WR-2 Corr	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE	12-15	Corr	0 Gal.	0 Gal.	.26418 Gal.	
2 MedChem	SODIUM METAPERIODATE Sodium Metaperiodate	100	Oxy-3 Irr	0 Lbs.	1.1 Lbs.	0 Lbs.	Yes
2 MedChem	SODIUM METHOXIDE		CF/D (loose) WR-3 Corr	0 Lbs.	0 Lbs.	.22 Lbs.	
2 MedChem	SODIUM NITRATE Sodium Nitrate	100	Oxy-1 Irr	0 Lbs.	1.1 Lbs.	0 Lbs.	
2 MedChem	SODIUM NITRITE Sodium Nitrite	100	Oxy-1 Corr Tox	0 Lbs.	0 Lbs.	1.1 Lbs.	
2 MedChem	SODIUM TERT-BUTOXIDE	100	Corr	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	SODIUM THIOMETHOXIDE	100	FS Corr	0 Lbs.	.011 Lbs.	0 Lbs.	

Inventory for Building Occupancy Classification

Plan Check No.: ____________ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______________________ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	SOLKETAL		CL-IIIA	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	TBTU		FS Irr	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	TERT-BUTYL 1-PIPERAZINECARBOXYLATE	100	CL-IIIB Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	TERT-BUTYL ALCOHOL Tert Butyl Alcohol	100	FL-1B Irr	0 Gal.	0 Gal.	.26418 Gal.	
2 MedChem	TERT-BUTYL BROMOACETATE		CL-II Corr-Acid	0 Gal.	.013 Gal.	0 Gal.	
2 MedChem	TERT-BUTYL HYDROPEROXIDE	90	FL-1C Perox-I Oxy-4 UR-4	.013 Gal.	0 Gal.	.013 Gal.	
2 MedChem	TERT-BUTYL	100	CL-IIIB Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	TERT-BUTYL N-(3-AMINOPROPYL)CARBAMAT	100	CL-IIIB Corr	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	TERT-BUTYL NITRITE	90	Tox Oxy-l FL-1B Irr	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	TERT-BUTYLACETYL CHLORIDE	100	FL-1B Corr Irr OHH	0 Gal.	Gal.	.26418 Gal.	
2 MedChem	TETRA-N-BUTYLAMMONIUM TRIBROMIDE	100	Irr WR-l	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	TETRABUTYLAMMONIUM FLUORIDE Tetrabutylammonium fluoride	100	Irr FL-1B	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	TETRAETHYL	100	CL-II Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	Tetrahydrofuran Tetrahydrofuran	100	FL-1B Irr	3 Gal.	Gal.	1 Gal.	Yes
2 MedChem	Tetrahydrofuran Tetrahydrofuran	100	FL-1B Irr	3 Gal.	Gal.	1 Gal.	Yes

Inventory for Building Occupancy Classification

Plan Check No.: ________ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ________ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	5. Quantity in Use Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	TETRAHYDROFURFURYLAMINE		CL-II Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	TETRAMETHYL ORTHOCARBONATE		FL-1B Irr	.0065 Gal.	.0065 Gal.	0 Gal.	Yes
2 MedChem	TETRAPROPYLAMMONIUM PERRUTHENATE		Oxy-3 UR-3 Irr	0 Lbs.	.0022 Lbs.	0 Lbs.	Yes
2 MedChem	THIONYL BROMIDE	100	WR-2 Corr	.026 Gal.	.026 Gal.	0 Gal.	Yes
2 MedChem	THIONYL CHLORIDE Thionyl chloride	100	Tox Corr	0 Gal.	0 Gal.	.26418 Gal.	
2 MedChem	THIOPHENE ·2-CARBONYL CHLORIDE	100	CL-IIIB Corr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	THIOPHOSGENE Thiophosgene	100	WR-2	0 Gal.	.026 Gal.	0 Gal.	Yes
2 MedChem	THIOUREA Thiourea	100	Tox Irr	0 Gal.	0 Gal.	.013 Gal.	
2 MedChem	TIN(IV) CHLORIDE Tin (IV) chloride	100	Tox WR-1 Corr	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	TITANIUM(IV) CHLORIDE Titanium Tetrachloride	100	WR-2 · Tox CORR OHH	0 Lbs.	0 Lbs.	.44 Lbs.	
2 MedChem	Toluene Toluene	100	FL-1B Irr	2.1 Gal.	0 Gal.	0 Gal.	Yes
2 MedChem	Toluene Toluene	100	FL-1B Irr	3 Gal.	Gal.	1 Gal.	Yes
2 MedChem	TRANS-1,4-DIAMINOCYCLOHEXA NE	100	FS Corr OHH	0 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	TRANS-DICHLOROBIS(TRIPHENY L-PHOSPHINE)PALLADIUM (II)		FS	.0242 Lbs.	.0022 Lbs.	0 Lbs.	
2 MedChem	TRI-N-BUTYLTIN CHLORIDE		CL-IIIB Corr Tox OHH	0 Gal.	0 Gal.	.026 Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ______________ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______________________ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use		6. Stored in Approved Cabinet?
					Open[2]	Closed[3]	
2 MedChem	TRI-N-BUTYLTIN HYDRIDE Tributyltin Hydride	100	CL-IIIA WR-1	0 Gal.	.013 Gal.	0 Gal.	
2 MedChem	TRIBUTYL BORATE	100	CL-IIIB Irr	0 Gal.	.0234 Gal.	0 Gal.	
2 MedChem	TRICHLOROMETHYL CHLOROFORMATE	100	Tox Corr OHH	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	TRIETHYL ORTHOACETATE		FL-1C WR-1 Irr	0 Gal.	0 Gal.	.13 Gal.	
2 MedChem	Triethylamine Triethylamine	100	FL-1B Irr Tox	1 Gal.	Gal.	1 Gal.	Yes
2 MedChem	TRIETHYLAMINE HYDROCHLORIDE	100	Irr OHH	0 Gal.	.065 Gal.	0 Gal.	
2 MedChem	TRIETHYLSILANE Triethylsilane	100	FL-1B Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	TRIFLUOROACETIC ACID	25	Corr-Acid	0 Gal.	0 Gal.	.026 Gal.	
2 MedChem	TRIFLUOROACETIC ANHYDRIDE Trifluoroacetic anhydride	100	Corr OHH	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	TRIFLUOROMETHANESULFONIC ACID Trifluoromethanesulfonic Acid	100	WR-1 Corr-Acid	0 Gal.	0 Gal.	.0026 Gal.	
2 MedChem	TRIFLUOROMETHANESULFONIC ANHYDRIDE Trifluoromethanesulfonic	100	Corr-Acid	. 0 Gal.	.013 Gal.	0 Gal.	
2 MedChem	TRIISOPROPYL BORATE		FL-1B Irr OHH	0 Gal.	.0208 Gal.	0 Gal.	
2 MedChem	TRIMETHYL 4-BROMOORTHOBUTYRATE	100	CL-IIIA Irr	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	TRIMETHYL ORTHOACETATE		FL-1B Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	TRIMETHYL ORTHOFORMATE	100	FL-1B Irr	0 Gal.	Gal.	.13 Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	5. Quantity in Use Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	TRIMETHYL ORTHOVALERATE		CL-II Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	TRIMETHYL PHOSPHONOACETATE	100	CL-IIIA Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	TRIMETHYLAMINE Trimethylamine	100	FG	0 Cu.Ft.	Cu.Ft.	5.5 Cu.Ft.	
2 MedChem	TRIMETHYLOXONIUM TETRAFLUOROBORATE	100	Corr-Acid	.044 Lbs.	.022 Lbs.	0 Lbs.	
2 MedChem	TRIMETHYLSILYL BROMOACETATE		FL-1C Corr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	TRIMETHYLSILYL CYANIDE Trimethylsilylcyanide	100	FL-1B Tox	0 Gal.	0 Gal.	.0065 Gal.	
2 MedChem	TRIMETHYLSILYLDIAZOMETHAN E	100	FL-1B Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	TRIMETHYLTIN CHLORIDE	100	H.T. Corr OHH	0 Lbs.	0 Lbs.	0 Lbs.	
2 MedChem	TRIPHOSGENE Triphosgene	100	Irr OHH	.22 Lbs.	.22 Lbs.	0 Lbs.	
2 MedChem	TRYPTAMINE	100	Tox	0 Lbs.	.11 Lbs.	0 Lbs.	
2 MedChem	UREA HYDROGEN PEROXIDE		Oxy-3 Corr	0 Gal.	.026 Gal.	0 Gal.	Yes
2 MedChem	VALERYL CHLORIDE	100	FL-1B Corr Irr OHH	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	VINYLMAGNESIUM BROMIDE Tetrahydrofuran	1M	FL-1B Corr WR-3 UR-2	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	Xylene Mixed Xylenes	100	FL-1C Irr OHH	Gal.	2.1 Gal.	Gal.	

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use		6. Stored in Approved Cabinet?
					Open[2]	Closed[3]	
2 MedChem	ZINC ZINC METAL DUST	100	CF/D (loose) FS UR-1 WR-2	0 Lbs.	0 Lbs.	2.2 Lbs.	
2 MedChem	ZINC CHLORIDE Zinc Chloride	100	Tox Irr OHH	0 Lbs.	0 Lbs.	.55 Lbs.	
2 MedChem	ZINC CYANIDE	100	Tox	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	ZINC IODIDE zinc iodide	100	Irr OHH Sens	0 Lbs.	0 Lbs.	.11 Lbs.	

Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: ______

Control Area No.: 3 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use		6. Stored in Approved Cabinet?
					Open[2]	Closed[3]	
3 Biology	Acetic Acid, Glacial Acetic Acid	100	CL-II Corr-Acid	13 Gal.	1.5 Gal.	1.5 Gal.	
3 Peptide	Dichloromethane		Corr OHH Carc	3 Gal.	1 Gal.	Gal.	
3 Biology	Ethanol Ethyl Alcohol	100	FL-1B Irr OHH	2 Gal.	0 Gal.	0 Gal.	Yes
3 Peptide	N-Methyl Pyrrolidone (NMP) N-Methyl Pyrrolidone (NMP)	100	CL-IIIA Irr	3 Gal.	1 Gal.	Gal.	
3 Peptide	Piperidine Piperidine	100	FL-1B Tox Corr	.75Gal.	.25 Gal.	Gal.	Yes
3 Peptide	TRIFLUOROACETIC ACID (TFA) TRIFLUOROACETIC ACID	25	Corr	.75Gal.	.25 Gal.	Gal.	
3 Peptide	Waste	100	FL-1B Irr OHH	Gal.	Gal.	4 Gal.	

1 Total Quantity. Includes aggregate quantity in use and storage per UBC.

2 Open Use — Use of a solid or liquid hazardous material in a vessel or system that is continuously open to the atmosphere during normal operations and where vapors are liberated, or the product is exposed to the atmosphere during normal operations. Examples of open systems for liquids include dispensing from or into open beakers or containers; dip tank operations: plating operations: etc.

3 Closed Use — Use of a solid or liquid hazardous material in a closed vessel or system that remains closed during normal operations where vapors emitted by the product are not liberated outside of the vessel or system and the product is not exposed to the atmosphere during normal use: and all uses of compressed gases.

Examples of closed systems for solids and liquids include product conveyed through a piping system into a closed vessel, system, or piece of equipment; reaction process operations;

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Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: H3

Control Area No.: H3 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use		6. Stored in Approved Cabinet?
					Open[2]	Closed[3]	
H3 Store	Acetonitrile Cyanomethane/Methyl	100	FL-1B Irr	330 Gal.	Gal.	330 Gal.	
H3 Store	Dichloromethane		Corr OHH Carc	160 Gal.	Gal.	Gal.	
H3 Store	Dimethyl formamide (DMF) Dimethyl formamide (DMF)		CL-II Carc Irr	32 Gal.	Gal.	Gal.	
H3 Store	Flammable Solvent Waste Cyanomethane/Methyl	<20	FL-1C Irr	Gal.	Gal.	1000 Gal.	
H3 Store	N-Methyl Pyrrolidone (NMP) N-Methyl Pyrrolidone (NMP)	100	CL-IIIA Irr	160 Gal.	Gal.	Gal.	
H3 Store	Piperidine Piperidine	100	FL-18 Tox Corr	32 Gal.	Gal.	Gal.	
H3 Store	Trifluoroacetic Acid Trifluoroacetic Acid	100	WR-1 Tox Corr-Acid	32 Gal.	Gal.	Gal.	

[1] Total Quantity. Includes aggregate quantity in use and storage per UBC.
[2] Open Use — Use of a solid or liquid hazardous material in a vessel or system that is continuously open to the atmosphere during normal operations and where vapors are liberated, or the product is exposed to the atmosphere during normal operations. Examples of open systems for liquids include dispensing from or into open beakers or containers; dip tank operations; plating operations; etc.
[3] Closed Use — Use of a solid or liquid hazardous material in a closed vessel or system that remains dosed during normal operations where vapors emitted by the product are not liberated outside of the vessel or system and the product is not exposed to the atmosphere during normal use; and all uses of compressed gases. Examples of closed systems for solids and liquids include product conveyed through a piping system into a closed vessel, system, or piece of equipment; reaction process operations;

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Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 2 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
2 MedChem	1-(2-AMINOETHYL)PIPERIDINE	100	CL-II Corr	0 Gal.	.0026 Gal.	0 Gal.	
2 MedChem	1-(3-AMINOPROPYL)IMIDAZOLE	100	CL-IIIB Irr	0 Gal.	0 Gal.	0 Gal.	
2 MedChem	1-(3-DIMETHYLAMINOPROPYL)-3-ETHYLCARBODIIMIDE	100	Irr Sens	0 Lbs.	.022 Lbs.	0 Lbs.	
2 MedChem	1-ADAMANTYL ISOCYANATE	100	Irr OHH Sens	0 Lbs.	.011 Lbs.	0 Lbs.	
2 MedChem	1-AMINO-4-METHYLPIPERAZINE	100	CL-IIIA Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	1-CHLORO-2,4-DINITROBENZENE	100	FS Sens Irr OHH	0 Lbs.	1.1 Lbs.	0 Lbs.	
2 MedChem	1-CHLORO-3-IODOPROPANE	100	CL-IIIB Irr	0 Gal.	.026 Gal.	0 Gal.	
2 MedChem	1-CHLORO-4-ETHYNYLBENZENE	100	FS Irr	.0022 Lbs.	.0022 Lbs.	0 Lbs.	
2 MedChem	1-CHLORO-4-PHENYLBUTANE	100	CL-IIIB Irr	.0013 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	1-ETHYNYLCYCLOHEXENE	100	FL-1C Irr OHH	0 Gal.	.0013 Gal.	0 Gal.	
2 MedChem	1-HEPTYNE	100	FL-1B Irr	0 Gal.	.0065 Gal.	0 Gal.	
2 MedChem	1-IODOBUTANE		FL-1B Irr	0 Gal.	Gal.	.13 Gal.	
2 MedChem	1-METHYLIMIDAZOLE N-Methyl imidazole	100	CL-IIIA Corr	0 Gal.	0 Gal.	0 Gal.	

[1] Total Quantity. Includes aggregate quantity in use and storage per UBC.
[2] Open Use — Use of a solid or liquid hazardous material in a vessel or system that is continuously open to the atmosphere during normal operations and where vapors are liberated, or the product is exposed to the atmosphere during normal operations. Examples of open systems for liquids include dispensing from or into open beakers or containers; dip tank operations; plating operations; etc.
[3] Closed Use — Use of a solid or liquid hazardous material in a closed vessel or system that remains closed during normal operations where vapors emitted by the product are not liberated outside of the vessel or system and the product is not exposed to the atmosphere during normal use; and all uses of compressed gases. Examples of closed systems for solids and liquids include product conveyed through a piping system into a closed vessel, system, or piece of equipment; reaction process operations;

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Inventory for Building Occupancy Classification

Plan Check No.: ______ Proposed Occupancy Classification: B

Control Area No.: 1 Is this area protected by a fire sprinkler system? Yes

Signature of Preparer: ______ Date: 9/18/2000

1. Room No.	2. Chemical Name & Concentration		3. UBC Class(es) Physical & Health Hazards	4. Quantity Stored[1]	5. Quantity in Use Open[2]	Closed[3]	6. Stored in Approved Cabinet?
1 HPLC	Acetic Acid, Glacial Acetic Acid	100	CL-II Corr-Acid	6 Gal.	2 Gal.	Gal.	
1 HPLC	Acetonitrile Cyanomethane/Methyl	100	FL-1B Irr	Gal.	Gal.	60 Gal.	
1 HPLC	Buffer Acetic Acid	1	Irr	Gal.	Gal.	55 Gal.	
1 HPLC	Chloroform Chloroform	100	Carc Irr OHH	3 Gal.	1 Gal.	Gal.	
1 HPLC	HPLC Waste Cyanomethane/Methyl	100	FL-1B Irr	Gal.	Gal.	4 Gal.	
1 HPLC	N,N-Dimethylformamide N,N-Dimethylformamide	100	FL-1B Irr UR-1	3 Gal.	Gal.	1 Gal.	Yes
1 HPLC	Piperidine Piperidine	100	FL-1B Tox Corr	.75 Gal.	.25 Gal.	Gal.	Yes
1 HPLC	Trifluoroacetic Acid Trifluoroacetic Acid	100	WR-1 Tox Corr	3 Gal.	1 Gal.	Gal.	

[1] Total Quantity. Includes aggregate quantity in use and storage per UBC.
[2] Open Use — Use of a solid or liquid hazardous material in a vessel or system that is continuously open to the atmosphere during normal operations and where vapors are liberated, or the product is exposed to the atmosphere during normal operations. Examples of open systems for liquids include dispensing from or into open beakers or containers; dip tank operations; plating operations; etc.
[3] Closed Use — Use of a solid or liquid hazardous material in a closed vessel or system that remains closed during normal operations where vapors emitted by the product are not liberated outside of the vessel or system and the product is not exposed to the atmosphere during normal use; and all uses of compressed gases. Examples of closed systems for solids and liquids include product conveyed through a piping system into a closed vessel, system, or piece of equipment; reaction process operations;

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EXHIBIT H

Casework and Hoods (including benches)
Cagewasher
Glasswasher
Autoclave
Vac Unit
CDA Unit
DI Water System
Hazardous Materials Storage Structures and Tank
Any Plumbing Carrying Hazardous Materials and/or Animal Shower and Cleaning Facilities.

FIRST AMENDMENT TO LEASE

This Agreement made as of this 5th day of December, 2002, between MJ Research, Incorporated (“Landlord”) and Genesoft, Inc. (“Tenant”).

Whereas, Landlord and Tenant are parties to a certain lease dated as of October 6, 2000 with respect to premises at 7000 Shoreline Court, South San Francisco, California (the “Lease”) and

Whereas, Tenant has requested that Landlord partially defer certain payments of Fixed Rent as more particularly set forth herein, and

Whereas, Landlord is willing to do so upon the terms and conditions set forth herein,

Now, therefore, the parties agree as follows:

1. Yearly Fixed Rent, as defined in the Lease, shall continue to accrue and be owed at the rates set forth in the Lease.

2. Provided Tenant is not otherwise in default under the Lease, Landlord agrees to defer temporarily (with respect to the Rent Deferred Space as hereinafter defined) receipt of Fixed Rent in excess of $3.00 per rentable square foot per month for the months of December, 2002 and January through June, 2003 (the “Deferral Period”), but only with respect to 38,229 s.f. of the Premises (the “Rent Deferred Space”). Said deferred rent shall be hereinafter referred to as the “Deferred Rent.” All Deferred Rent shall continue to accrue and be fully earned by Landlord, who, as a convenience to Tenant, has agreed to defer receipt of payment of the same, subject to the conditions of this Agreement. Tenant shall continue to pay when due during the Deferral Period Fixed Rent at the rate of $3.00/s.f./month and any additional rent or charges due under the Lease with respect to the Rent Deferred Space. Tenant shall also pay in full all Fixed Rent and other charges, without deferral of any kind, on the portion of the Premises other than the Rent Deferred Space.

3. The parties agree that the total amount of Fixed Rent deferred under this Agreement is $425,488.77. Tenant may defer payment of the entire December payment of Fixed Rent with respect to the Rent Deferred Space ($172,030.50), and the balance of the Deferred Rent shall be deferred on a monthly basis of $38,190.77 per month for January and February, 2003, and $44,211.84 per month for March through June, 2003. All Deferred Rent shall be due and payable in full on July 1, 2003. Notwithstanding the foregoing, if after the date hereof there shall occur an Event of Default, all Deferred Rent theretofore accrued but unpaid shall be immediately due and payable, and Fixed Rent shall no longer be deferred.

4. Article 28 is hereby modified to provide as follows:

(a) In case of an Event of Default, Landlord may draw upon the letter of credit to the extent of any Deferred Rent in addition to any other damages or costs for which Landlord has the right to so draw; and

(b) Section 28.3 is hereby deleted from the Lease.

5. Section 2.4 of the Lease is modified to delete subsection (b) thereof and also to delete the words "(other than the security desk)" from the last paragraph of Section 2.4.

6. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease.

7. Tenant hereby confirms that the Lease is in full force and effect, that it has no claims against Landlord or right to offset against rent or other charges, and the Landlord is not in default of its obligations under the Lease.

8. This Agreement shall be null and void unless the Tenant pays all December rent (not deferred by this Agreement) on or before December 6, 2002.

Executed under seal as of the date first set forth above.

MJ Research, Incorporated

By: /s/ Illegible
Duly Authorized

Genesoft, Inc.

By: /s/ David B. Singer
Duly Authorized

David B. Singer
Chairman and CEO
Genesoft, Inc.

SECOND AMENDMENT TO LEASE

This Agreement made as of this 25th day of March, 2004 between MJ Research, Incorporated ("Landlord") and Genome Therapeutics Corporation ("Tenant").

WHEREAS, Landlord and Genesoft, Inc. executed a certain Agreement of Lease dated as of October 6, 2000, as amended by a First Amendment to Lease dated December 5, 2002 (the "Lease"), and

WHEREAS, Genome Therapeutics Corporation is the successor by merger to Genesoft, Inc., and

WHEREAS, the parties desire to further amend the Lease.

NOW, THEREFORE, for consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Lease as follows:

1. Section 16(a) and 16(b) of the Lease are deleted and replaced with the following Section 16(a) and 16(b):

"(a) If the Demised Premises, or any part thereof, shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord, and Landlord, upon receiving such notice and the insurance proceeds for such casualty, shall proceed in a commercially reasonable manner, subject to unavoidable delays, to repair, or cause to be repaired, such damage to the extent hereinafter provided. Landlord shall be responsible to restore only to the "cold shell" condition as set forth on Exhibit A-1, and Tenant shall be responsible for restoration of all leasehold improvements beyond such cold shell (the "TI"). Notwithstanding the preceding sentence to the contrary, solely with respect to the portion of the Demised Premises subleased pursuant to that certain Sublease (the " Fluidigm Sublease") dated as of April 1, 2004 between Tenant and Fluidigm Corporation (the "Fluidigm Space"), provided that if within thirty (30) days of the date of the casualty, Landlord is furnished with (a) a full set of the approved working construction plans, in electronic form, used by Tenant in Tenant's construction of the TI (the "TI Plans"), together with a full release or assignment of rights to use said plans, and (b) the proceeds of insurance required to be carried by Tenant under Section 13.1(b) with respect to the TI, which proceeds, together with any other sums contributed by Tenant or any subtenant thereof, shall be sufficient to pay for the full cost of reconstructing the TI in the Fluidigm Space, Landlord shall also reconstruct the TI in the Fluidigm Space. Tenant agrees to maintain separate insurance required under Section 13.1(b) of the Lease for the TI in the Fluidigm Space, and, if Landlord has agreed to reconstruct said TI, to make the proceeds thereof available to Landlord. Tenant shall cooperate, at no expense to Tenant, in making available such TI

Plans as may be in the possession or control of Tenant. Landlord shall be under no obligation to furnish the TI Plans. If the foresaid conditions are met with respect to reconstructing the TI in the Fluidigm Space, for purposes of Sections 16(a) and 16(b), the term Demised Premises shall be deemed to be the "cold shell" as to the space leased by Tenant exclusive of the Fluidigm Space and both cold shell and TI with respect to the Fluidigm Space; if said conditions are not met, all restoration shall be to a cold shell. If the Demised Premises or any part thereof shall be rendered untenantable by reason of such damage, whether to the Demised Premises or to the Building, Yearly Fixed Rent shall proportionately abate for the period from the date of such damage to the date when the Demised Premises shall have been restored by Landlord.

(b) If, as a result of fire or other casualty, the whole or a substantial portion of the Building is rendered untenantable, within ninety (90) days from the date of such fire or casualty, Landlord shall notify Tenant and the lessee under the Fluidigm Sublease of its opinion of the time required to restore the Demised Premises, taking into account a reasonable time for adjusting loss and obtaining plans and permits for restoration. If in Landlord's opinion the Demised Premises cannot be made tenantable within one (1) year after such event, Landlord, within ninety (90) days from the date of such fire or casualty, may terminate this Lease by notice to Tenant, specifying a date not less than thirty (30) nor more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. In addition, if in Landlord's opinion said estimated time for restoration exceeds one (1) year and Landlord does not elect to terminate this Lease, Tenant shall, by notice given to Landlord within fifteen (15) days of Landlord's notice as aforesaid, elect (a) to terminate this Lease or (b) accept Landlord's estimated restoration period (the "Longer Restoration Period"). If Tenant accepts a Longer Restoration Period, Tenant's right to terminate as hereinafter provided shall be effective only if actual restoration takes more than 60 days beyond such estimated Longer Restoration Period, such termination to be elected within 30 days after the expiration of said estimated Longer Restoration Period plus 60 days. If neither Landlord or Tenant elects to terminate this Lease as provided above, then Landlord shall (to the extent that proceeds of insurance required to be carried by Landlord, net of any portion thereof retained by a Mortgagee, plus any sums contributed by Tenant or any subtenant of Tenant, are made available for such purpose) proceed with diligence to repair the damage to the Demised Premises and all facilities serving the same, if any, which shall have occurred, and the Yearly Fixed Rent shall meanwhile proportionately abate, all as provided in Paragraph (a) of this Section. However, if such damage is not repaired and the Demised Premises restored to substantially the same condition as they were prior to such damage within one (1) year (or, if elected, the Longer Restoration Period plus 60 days) from the date of such damage,

Tenant, within thirty (30) days from the expiration of the later of such one (1) year period (or, if elected, the Longer Restoration Period plus 60 days), or from the expiration of any extension thereof by reason of the delays set forth in the following sentence, may terminate this Lease by notice to Landlord, specifying a date not more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. The period within which the required repairs may be accomplished shall be extended by the number of days, lost as a result of unavoidable delays, which term shall be defined to mean all delays referred to in Article 24. ”

Except as modified hereby, the Lease is ratified and confirmed in full force and effect.

Executed under the date first set forth above.

MJ RESEARCH INCORPORATED

By: /s/ [ILLEGIBLE]
VP, Finance, Duly authorized

GENOME THERAPEUTICS CORPORATION

By: /s/ [ILLEGIBLE]
, Duly authorized

AGREEMENT OF LEASE

AGREEMENT OF LEASE made as of the ____ day of November, 1999, by and between Mountain Cove Tech Center, L.L.C., a Delaware limited liability company (hereinafter referred to as “Landlord”) and MJ Research Company, Inc. (hereinafter referred to as “Tenant”).

W I T N E S S E T H:

Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the entire land and building (the “Building”) in South San Francisco a portion, as shown on the plan attached hereto as Exhibit A and made a part hereof (hereinafter referred to as the “Premises” or the “Demised Premises”).

1. REFERENCE DATA

1.1 Definitions. Each reference in this Lease to any of the terms and titles contained in this Article shall be deemed and construed to incorporate the data stated following that term or title in this Article.

1)	Additional Rent:	Sums or other charges payable by Tenant to Landlord under this Lease, other than Yearly Fixed Rent, all of which shall be payable as additional rent under this Lease.
2)	Broker:	
3)	Business Day:	All days except Saturdays, Sundays, days defined as “legal holidays” for the entire state under the laws of the State of California, and such other days as Tenant presently or in the future recognizes as holidays for Tenant’s general staff.
4)	Environmental Laws	As defined in Section 5.3 (a) (1).
5)	Event of Default:	The occurrence of an event listed in Section 19.1.
6)	Hazardous Materials	As defined in Section 5.3 (a) (1).
7)	Interest Rate	2 1/2% per month or the maximum interest rate Landlord is permitted to charge Tenant under applicable law, whichever is less.
8)	Land:	The parcel of land on which the Building is situated.
9)	Landlord’s Address:	
10)	Landlord’s Architect:	Any licensed architect from time to time designated by Landlord.

11)	Lease Year:	A twelve (12) month period beginning on the Term Commencement Date and each succeeding twelve (12) month period during the Term of this Lease, except that if the Term Commencement Date shall be other than the first day of a calendar month, the first Lease Year shall include the partial calendar month in which the Term Commencement Date occurs as well as the succeeding twelve (12) full calendar months.
12)	Mortgage:	A mortgage, deed of trust, trust indenture, or other security instrument of record creating an interest in or affecting title to the Land or Building or any part thereof, and any and all renewals, modifications, consolidations or extensions of any such instrument.
13)	Mortgagee:	The holder of any Mortgage.
14)	Operating Expense Base:	
15)	Property:	The Land and Building.
16)	Rent:	Yearly Fixed Rent and Additional Rent.
17)	Rentable Area of the Demised Premises:	141,677 square feet.
18)	Tax Base:	
19)	Tenant’s Address:	Until the Term Commencement Date, _______, and thereafter, the Demised Premises.
20)	Tenant’s Operating Expense Share:	100%
21)	Tenant’s Tax Share:	100%
22)	Term Commencement Date:	As defined in Section 3.2.
23)	Term of this Lease:	As defined in Section 3.1.
24)	Termination Date:	As defined in Section 3.1.
25)	Use of Demised Premises:	
26)	Yearly Fixed Rent:	

1.2 Exhibits. The following exhibits are attached hereto and made a part hereof:

A - Plan of Demised Premises
A-l - Plans and Specifications for Landlord’s Work
B - Cleaning Specifications
C - Rules and Regulations

2. DESCRIPTION OF DEMISED PREMISES

2.1 Demised Premises. The Demised Premises are that portion of the Building as described above (as the same may from time to time be constituted after changes therein, additions thereto and eliminations therefrom pursuant to rights of Landlord hereinafter reserved).

2.2 Appurtenant Rights. Tenant shall have, as appurtenant to the Demised Premises, rights to use in common, subject to reasonable rules from time to time made by Landlord of which Tenant is given notice, those common roadways, walkways, elevators, hallways and stairways necessary for access to that portion of the Building occupied by the Demised Premises.

2.3 Reservations. All the perimeter walls of the Demised Premises except the inner surfaces thereof, any balconies, terraces or roofs adjacent to the Demised Premises, and any space in or adjacent to the Demised Premises used for serving other portions of the Building exclusively or in common with the Demised Premises, including without limitation (where applicable) shafts, stacks, pipes, conduits, wires and appurtenant fixtures, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof, as well as the right of access through the Demised Premises for the purpose of operation, maintenance, decoration and repair, are expressly reserved to Landlord.

3. TERM OF LEASE

3.1 Term. The Term of this Lease is ten (10) years (or until such Term shall sooner cease or expire) commencing on the Term Commencement Date and ending on the day immediately prior to the 10th anniversary thereof, except that if the Term Commencement Date shall be other than the first day of a calendar month, the Term of this Lease shall end on the last day of the calendar month in which said 10th anniversary of the Term Commencement Date shall fall (which date on which the Term of this Lease is scheduled to expire is hereinafter referred to as the “Termination Date”).

3.2 Term Commencement Date. The Term Commencement Date shall be the earlier of (a) the date on which, pursuant to permission therefor duly given by Landlord, Tenant undertakes Use of the Demised Premises for the purposes set forth in Article 1, or (b) the date on which the Demised Premises are ready for Tenant’s occupancy in accordance with the provisions of Section 4.2.

4. PREPARATION OF PREMISES; TENANT’S ACCESS

4.1 Plans and Specifications. Landlord shall lay out the Demised Premises for Tenant’s occupancy in accordance with the plans and specifications (the “Plans”) referenced in Exhibit A-l attached hereto and made a part hereof.

4.2 When Premises Deemed Ready. The Demised Premises shall be conclusively deemed ready for Tenant's occupancy after Landlord gives notice to Tenant that the installations to be done by Landlord in the Demised Premises (as set forth in Section 4.1) have been substantially completed by Landlord. Such work shall not be deemed incomplete if only minor or insubstantial details of construction or mechanical adjustments remain to be done, or if a delay is caused in whole or in part by Tenant. Landlord's Architect's certificate of substantial completion, as hereinabove stated, given in good faith, or of any other facts pertinent to such work, shall be deemed conclusive of the statements therein contained and binding upon Tenant.

4.3 Conclusiveness of Landlord's Performance. Tenant shall be conclusively deemed to have agreed that Landlord has performed all of its obligations under this Article 4 unless not later than the end of the second calendar month next beginning after the Landlord's notice of substantial completion under Section 4.2 Tenant shall give Landlord written notice specifying the respects in which Landlord has not performed such obligations.

4.4 Entry by Tenant; Interference With Construction. Tenant may enter the Demised Premises prior to the Term Commencement Date to undertake such work as is to be performed by Tenant pursuant and subject to this Lease in order to prepare the Demised Premises for Tenant's occupancy. Such entry shall be deemed to be pursuant to a license from Landlord to Tenant and shall be at the risk of Tenant. In no event shall Tenant interfere with any construction being performed by or on behalf of Landlord in or around the Building; without limiting the generality of the foregoing, Tenant shall comply with all instructions issued by Landlord's contractors relative to the moving of Tenant's equipment and other property into the Demised Premises and shall pay any fees or costs imposed in connection therewith.

5. USE OF PREMISES

5.1 Permitted Use. Tenant shall continuously during the Term of this Lease occupy and use the Demised Premises for the permitted Use set forth in Article 1 and for no other purpose. Service and utility areas (whether or not a part of the Demised Premises) shall be used only for the particular purpose for which they are designated.

5.2 Prohibited Uses. Tenant shall not use, or suffer or permit the use of, or suffer or permit anything to be done in or anything to be brought into or kept in, the Demised Premises or any part thereof (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease, (ii) for any unlawful purposes or in any unlawful manner, or (iii) which, in the reasonable judgment of Landlord shall in any way (a) impair or tend to impair the appearance or reputation of the Building, (b) impair or interfere with or tend to impair or interfere with any of the Building services or the proper and economic heating, cleaning, air conditioning or other servicing of the Building or with the use of any of the other areas of the Building, or (c) occasion discomfort, inconvenience or annoyance to any of the other tenants or occupants of the Building, whether through the transmission of noise or odors or vibrations or dust or otherwise. Without limiting the generality of the foregoing, no food shall be prepared or served for consumption by the general public on or about the Demised Premises; no intoxicating liquors or alcoholic beverages shall be sold or otherwise served for consumption by the general public on or about the Demised Premises; no lottery tickets (even where the sale of such tickets

is not illegal) shall be sold and no gambling, betting or wagering shall otherwise be permitted on or about the Demised Premises; no loitering shall be permitted on or about the Demised Premises; and no loading or unloading of supplies or other material to or from the Demised Premises shall be permitted on the Land except at times (excluding Business Days from 7:00 to 9:30 a.m. and from 4:00 to 6:00 p.m.) and in locations to be designated by Landlord. The Demised Premises shall be maintained in a sanitary condition. Tenant shall suitably store all trash and rubbish in the Demised Premises or other locations designated by Landlord from time to time. Tenant specifically agrees that its indemnification obligations pursuant to Section 13.3 shall extend to any claim arising from the consumption of intoxicating liquors or alcoholic beverages on or about the Demised Premises.

5.3 Hazardous Materials.

(a) Definitions.

(1) Environmental Law means any governmental statute, code, ordinance, regulation, rule or order and any amendment thereto governing or regulating materials that are toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous. Environmental Laws include, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the California Hazardous Substances Act at California Health and Safety Code Section 108100 *et seq.*, the provisions regarding hazardous waste control at California Health and Safety Code Sections 25100 through 25250.25 and the California Medical Waste Management Act at California Health and Safety Code 117600 *et seq.*

(2) Hazardous Materials shall mean any substance: (A) that now or in the future is regulated or governed by, requires investigation or remediation under, or is defined as a hazardous waste, hazardous substance, pollutant or contaminant under any Environmental Law or (B) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous, including gasoline, diesel fuel, petroleum hydrocarbons, polychlorinated biphenyls (PCBs), asbestos, radon and urea formaldehyde foam insulation.

(b) Tenant's Covenants. No Hazardous Materials shall be stored, placed, handled, used or released by Tenant or its employees, contractors, sublessees, guests or visitors at or about the Demised Premises or Property without Landlord's prior written consent, which consent may be granted, denied, or conditioned upon compliance with Landlord's requirements, all in Landlord's absolute discretion. Notwithstanding the foregoing, normal quantities and use of those Hazardous Materials customarily used in the conduct of general office activities, such as copier fluids and cleaning supplies may be used and stored at the Demised Premises without Landlord's prior written consent, provided that Tenant's activities at or about the Demised Premises and Property shall comply at all times with the laws all Environmental Laws. Tenant shall keep Landlord fully and promptly informed of all storage, placement, handling, use or release by Tenant or its employees, contractors, sublessees, guests or visitors of Hazardous Materials, other than Hazardous Materials permitted by the preceding sentence. At the expiration or termination of the Lease, Tenant shall promptly remove all Hazardous Materials from the Demised Premises. Tenant shall be responsible

and liable for the compliance with all of the provisions of this Section by all of Tenant's employees, contractors, sublessees, guests and visitors and all of Tenant's obligations under this Section (including its indemnification obligations under subsection (e) below) shall survive the expiration or termination of this Lease.

(c) Compliance. Tenant shall at Tenant's expense promptly take all actions required by any governmental agency or entity in connection with or as a result of the storage, placement, handling, use or release by Tenant or its employees, contractors, sublessees, guests or visitors of Hazardous Materials at or about the Demised Premises or Property, including inspection and testing, performing all cleanup, removal and remediation work required with respect to those Hazardous Materials, complying with all closure Laws and postclosure monitoring, and filing all required reports or plans. [Insert if applicable: 'All medical waste regulated by any Environmental Laws that is brought to the Demised Premises shall be stored in leak-proof, closeable containers, which containers shall be stored in a specified "dirty storage area" of the Demised Premises that shall be protected from leaks or any other type of contamination of the Demised Premises. Tenant shall never use any of the Landlord's trash receptacles for disposing of any medical waste.'] All of the foregoing work shall be performed in a good, safe and workmanlike manner by consultants qualified and licensed to undertake such work and in a manner that will not interfere with any other tenant's quiet enjoyment of the Property or Landlord's use, operation, leasing and sale of the Property. Tenant shall deliver to Landlord prior to delivery to any governmental agency, or promptly after receipt from any such agency, copies of all permits, manifests, closure or remedial action plans, notices, and all other documents relating to the storage, placement, handling, use or release by Tenant or its employees, contractors, sublessees, guests or visitors of Hazardous Materials at or about the Demised Premises or Property. If any lien attaches to the Demised Premises or the Property in connection with or as a result of the storage, placement, handling, use or release by Tenant or its employees, contractors, sublessees, guests or visitors of Hazardous Materials, and Tenant does not cause the same to be released, by payment, bonding or otherwise, within ten (10) days after the attachment thereof, Landlord shall have the right but not the obligation to cause the same to be released and any sums expended by Landlord in connection therewith shall be payable by Tenant on demand.

(d) Landlord's Rights. Landlord shall have the right, but not the obligation, to enter the Demised Premises at any reasonable time (i) to confirm Tenant's compliance with the provisions of this Section, and (ii) to perform Tenant's obligations under this Section if Tenant has failed to do so after reasonable notice to Tenant. Landlord shall also have the right to engage qualified Hazardous Materials consultants to inspect the Demised Premises and review the storage, placement, handling, use or release by Tenant or its employees, contractors, sublessees, guests or visitors of Hazardous Materials, including review of all permits, reports, plans, and other documents regarding same. Tenant shall pay to Landlord on demand the costs of Landlord's consultants' fees and all costs incurred by Landlord in performing Tenant's obligations under this section. Landlord shall use reasonable efforts to minimize any interference with Tenant's business caused by Landlord's entry into the Demised Premises, but Landlord shall not be responsible for any interference caused thereby.

(e) Tenant's Indemnification. Tenant agrees to indemnify, defend and hold harmless Landlord and its members, managers, directors, officers, agents and employees and their partners, members, managers, directors, officers, shareholders, employees and agents from all shall mean all costs and expenses of any kind, damages, including foreseeable and unforeseeable consequential damages, fines and penalties incurred in connection with any violation of and compliance with the Environmental Laws and all losses of any kind attributable to the diminution of value, loss of use or adverse effects on marketability or use of any portion of the Demised Premises or Property and all other claims, actions, losses, damages, liabilities, costs and expenses of every kind, including reasonable attorneys', experts' and consultants' fees and costs, incurred at any time and arising from or connection with the storage, placement, handling, use or release by Tenant or its employees, contractors, sublessees, guests or visitors of Hazardous Materials at or about the Property or Tenant's failure to comply in full with all Environmental Laws with respect to the Demised Premises and the Property.

5.4 Licenses and Permits. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, and if the failure to secure such license or permit would in any way affect Landlord, Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant, at Tenant's expense, shall at all times comply with the terms and conditions of each such license or permit.

6. RENT

6.1 Yearly Fixed Rent. Tenant shall pay to Landlord, without any set-off or deduction, at Landlord's office, or to such other person or at such other place as Landlord may designate by notice to Tenant, the Yearly Fixed Rent set forth in Article 1. The Yearly Fixed Rent shall be paid in equal monthly installments in advance on or before the first Business Day of each calendar month during the Term of this Lease and shall be apportioned for any fraction of a month in which the Term Commencement Date or the last day of the Term of this Lease may fall.

6.2 Taxes. Tenant shall pay to Landlord as Additional Rent Tenant's Tax Share of all real estate taxes imposed against the Property during any calendar year (including without limitation all so-called linkage and impact fees, betterment assessments, fire and police service availability fees and similar charges for customary governmental services and charges in lieu of such taxes, assessment district assessments, governmental charges, fees or assessments for traffic or transit mitigation, personal property taxes assessed on personal property of Landlord used in the operation of the Property, increases in the foregoing due to changes in values, tax rate, alterations made by Tenant or other factors and the reasonable cost of contesting by appropriate proceedings the amount or validity of any of the foregoing) in excess of the Tax Base, prorated with respect to any portion of a calendar year in which the Term of this Lease begins or ends. As soon as Tenant's share of real estate taxes with respect to any calendar year can be determined, the same will be certified by Landlord to Tenant (which certification shall be accompanied by copies of the relevant tax bills) and will become payable to Landlord within ten (10) days thereafter. If Landlord shall receive any refund of real estate taxes of which Tenant has paid a portion pursuant to this Section, then, out of any balance remaining after deducting Landlord's

expenses incurred in obtaining such refund, Landlord shall pay to Tenant the same proportionate share of said balance, prorated as set forth above. Tenant shall, if as and when demanded by Landlord and with each monthly installment of Fixed Rent, make tax fund payments to Landlord. "Tax fund payments" refer to such payments as Landlord shall determine to be sufficient to provide in the aggregate a fund adequate to pay, when they become due and payable, all payments required from Tenant under this Section. In the event that tax fund payments are so demanded, and if the aggregate of said tax fund payments is not adequate to pay Tenant's share of such taxes, Tenant shall pay to Landlord the amount by which such aggregate is less than the amount of said share, such payment to be due and payable at the time set forth above. Any surplus tax fund payments shall be accounted for to Tenant after payment by Landlord of the taxes on account of which they were made, and may be credited by Landlord against future tax fund payments or refunded to Tenant at Landlord's option.

In addition, Tenant shall timely file business property statements with respect to Tenant's personal property and trade fixtures and pay when due all taxes imposed on such personal property and trade fixtures.

6.3 Operating Expenses. Tenant shall pay to Landlord as Additional Rent Tenant's Operating Expense Share of all costs and expenses incurred by Landlord during any calendar year in the operation and maintenance of the Building and the Land in accordance with generally accepted operational and maintenance procedures in excess of the Operating Expense Base, including, without limiting the generality of the foregoing, all such costs and expenses in connection with (1) insurance, license fees, janitorial service, landscaping and snow removal, (2) wages, salaries, management fees, employee benefits, payroll taxes, on-site office expenses, administrative and auditing expenses, and equipment and materials for the operation, management and maintenance of the Property, (3) any capital expenditure (amortized, with interest, on such reasonable basis as Landlord shall determine) made by Landlord for the purpose of reducing other operating expenses or complying with any governmental requirement, (4) the furnishing of heat, air conditioning, electricity and other utilities, and any other service to the extent to which Landlord is not reimbursed by tenants, and (5) the furnishing of the repairs and services referred to in Article 7 (the foregoing being hereinafter referred to as "operating expenses"). If, during any portion of a calendar year for which operating expenses are being computed pursuant to this Section, less than the entire rentable area of the Building is occupied or Landlord is not supplying all occupants with the same services being supplied hereunder, such costs and expenses shall be reasonably extrapolated in order to take into account the costs and expenses which would have been incurred had the entire rentable area of the Building been occupied and had such services been supplied to all occupants. As soon as Tenant's share of operating expenses with respect to any calendar year can be determined, the same will be certified by Landlord to Tenant and will become payable to Landlord within ten (10) days following such certification, subject to proration with respect to any portion of a calendar year in which the Term of this Lease begins or ends. Tenant shall, if as and when demanded by Landlord and with each monthly installment of Yearly Fixed Rent, make operating fund payments to Landlord. "Operating fund payments" refer to such payments as Landlord shall determine to be sufficient to provide in the aggregate a fund adequate to pay, when they become due and payable, all payments required from Tenant under this Section. In the event that operating fund payments are so demanded, and if the aggregate of said operating fund payments

is not adequate to pay Tenant's share of operating expenses, Tenant shall pay to Landlord the amount by which such aggregate is less than the amount of said share, such payment to be due and payable at the time set forth above. Any surplus operating fund payments shall be accounted for to Tenant after such surplus has been determined, and may be credited by Landlord against future operating fund payments or refunded to Tenant at Landlord's option.

6.4 Obligations Survive Termination. All obligations and liabilities of Tenant relating to any period prior to the termination of the Term of this Lease, including without limitation the obligation to pay any Additional Rent due pursuant to the provisions of this Article, shall survive such termination.

6.5 Payment to Mortgagee. Landlord reserves the right to provide in any Mortgage given by it of the Property that some or all rents, issues, and profits and all other amounts of every kind payable to the Landlord under this Lease shall be paid directly to the Mortgagee for Landlord's account and Tenant covenants and agrees that it will, after receipt by it of notice from Landlord or Mortgage designating such Mortgagee to whom payments are to be made by Tenant, pay such amounts thereafter becoming due directly to such Mortgagee until excused therefrom by notice from such Mortgagee.

7. UTILITIES AND LANDLORD'S SERVICES

7.1 Electricity. Tenant shall purchase directly from the public utility serving the Building all electrical energy that Tenant requires for operation of the lighting fixtures, appliances and equipment servicing the Demised Premises. The costs of initially installing any required meter and related installation equipment shall be paid by Landlord. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electrical energy furnished to the Demised Premises by reason of any requirement, act or omission of the public utility serving the Building. Tenant's use of electrical energy in the Demised Premises shall not at any time exceed the capacity of any of the electrical conductors and equipment in or otherwise serving the Demised Premises. In order to insure that such capacity is not exceeded and to avert possible adverse effect upon the Building electrical services Tenant shall give notice to Landlord and obtain Landlord's prior written consent whenever Tenant shall connect to the Building electrical distribution system any fixtures, appliances or equipment other than lamps, typewriters, personal computers and similar small machines. Any additional feeders or risers to supply Tenant's electrical requirements in addition to those originally installed and all other equipment proper and necessary in connection with such feeders or risers, shall be installed by Landlord upon Tenant's request, at the sole cost and expense of Tenant, provided that such additional feeders and risers are permissible under applicable laws and insurance regulations and the installation of such feeders or risers will not cause permanent damage or injury to the Building or cause or create a dangerous condition or unreasonably interfere with other tenants of the Building. Tenant agrees that it will not make any alteration or addition to the electrical equipment in the Demised Premises without the prior written consent of Landlord in each instance first obtained, which consent will not be unreasonably withheld. Landlord, at Tenant's expense, shall purchase, install and replace all light fixtures, bulbs, tubes, lamps, lenses, globes, ballasts and switches used in the Demised Premises.

7.2 Water Charges. Landlord shall furnish hot and cold water for ordinary cleaning, toilet, lavatory and drinking purposes. If Tenant requires, uses or consumes water for any purpose other than for such purposes, Landlord may (i) assess a reasonable charge for the additional water so used or consumed by Tenant or (ii) install a water meter and thereby measure Tenant's water consumption for all purposes. In the latter event, Landlord shall pay the cost of the meter and the cost of installing any equipment required in connection therewith, and Tenant shall keep said meter and installation equipment in good working order and repair, and shall pay for water consumed, as shown on said meter, together with the sewer charge based on said meter charges, as and when bills are rendered. On default in making such payment Landlord may pay such charges and collect the same from Tenant.

7.3 Heat and Air Conditioning. Landlord shall furnish to and distribute in the Demised Premises heat and air conditioning as normal seasonal changes may require on Business Days from 8:00 a.m. to 6:00 p.m. when reasonably required for the comfortable occupancy of the Demised Premises by Tenant. Tenant agrees to lower and close the blinds or drapes when necessary because of the sun's position whenever the air conditioning system is in operation, and to cooperate fully with Landlord with regard to, and to abide by all the regulations and requirements which Landlord may prescribe for the proper functioning and protection of, the heating and air conditioning system. Without limiting the generality of the foregoing, all windows in the Demised Premises must remain closed at all times notwithstanding the fact that such windows may be operable. The air conditioning system servicing the Building is designed to provide cooling based upon an occupancy of not more than one person per one hundred (100) square feet of floor area, and upon a combined lighting and standard electrical load not to exceed 3.0 watts per square foot. In the event Tenant exceeds such condition or introduces into the Demised Premises equipment which overloads such system, or in any other way causes such system not to adequately perform its proper functions, supplementary systems may at Landlord's option be provided by Landlord at Tenant's expense.

7.4 Additional Heat and Air Conditioning Services. Landlord shall, upon reasonable advance written notice from Tenant of its requirements in that regard, received before 3:00 p.m. on the preceding Business Day, furnish additional heat or air conditioning services to the Demised Premises on days and at times other than as provided in this Article. Tenant will pay to Landlord a reasonable charge for any such additional heat or air conditioning service required by Tenant.

7.5 Elevator Service. Landlord shall provide passenger elevator service to the Demised Premises on Business Days from 8:00 a.m. to 6:00 p.m. and on a reduced basis at all other times. Freight elevator service shall be available in common with other tenants on Business Days from 9:30 a.m. to 4:00 p.m. and at other times at reasonable charge.

7.6 Cleaning. Landlord shall furnish cleaning services to the Building substantially in accordance with the specifications attached hereto as Exhibit B and made a part hereof.

7.7 Repairs and Other Services. Except as otherwise provided in Articles 16 and 18, and subject to Tenant's obligations in Article 12 and elsewhere in this Lease, Landlord shall (a) keep and maintain the roof, exterior walls, structural floor slabs and columns of the Building in

as good condition and repair as they are in on the Term Commencement Date, reasonable use and wear excepted, (b) keep and maintain in workable condition the Building's sanitary, electrical, heating, air conditioning and other systems, (c) keep all walkways on the Property clean and remove all snow and ice therefrom, (d) provide grounds maintenance to all landscaped areas and (e) arrange for the extermination of rodents and vermin in the Building.

7.8 Interruption or Curtailment of Services. Landlord reserves the right to interrupt, curtail, stop or suspend the furnishing of services and the operation of any Building system, when necessary by reason of accident or emergency, or of repairs, alterations, replacements or improvements in the reasonable judgment of Landlord desirable or necessary to be made, or of difficulty or inability in securing supplies or labor, or of strikes, or of any other cause beyond the reasonable control of Landlord, whether such other cause be similar or dissimilar to those hereinabove specifically mentioned, until said cause has been removed. Landlord shall have no responsibility or liability for any such interruption, curtailment, stoppage, or suspension of services or systems, except that Landlord shall exercise reasonable diligence to eliminate the cause of same.

8. CHANGES OR ALTERATIONS BY LANDLORD

Landlord reserves the right, exercisable by itself or its nominee, at any time and from time to time without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefor or otherwise affecting Tenant's obligations under this Lease, to make such changes, alterations, additions, improvements, repairs or replacements in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators, and stairways thereof, as it may deem necessary or desirable, and to change the arrangement and/or location of entrances or passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Building, provided, however, that there be no unreasonable obstruction of the right of access to, or unreasonable interference with the use and enjoyment of, the Demised Premises by Tenant, except that Landlord shall not be obligated to employ labor at so-called "over-time" or other premium pay rates. Nothing contained in this Article shall be deemed to relieve Tenant of any duty, obligation or liability of Tenant with respect to making or causing to be made any repair, replacement or improvement or complying with any law, order or requirement of any governmental or other authority. Landlord reserves the right to from time to time change the address of the Building. Neither this Lease nor any use by Tenant shall give Tenant any right or easement or the use of any door or any passage or any concourse connecting with any other building or to any public convenience, and the use of such doors, passages and concourses and of such conveniences may be regulated or discontinued at any time and from time to time by Landlord without notice to Tenant and without affecting the obligations of Tenant hereunder or incurring any liability to Tenant therefor.

9. FIXTURES, EQUIPMENT AND IMPROVEMENTS — REMOVAL BY TENANT

All fixtures, equipment, improvements and appurtenances attached to or built into the Demised Premises prior to or during the Term, whether by Landlord at its expense or at the expense of Tenant (either or both) or by Tenant shall be and remain part of the Demised Premises and shall not be removed by Tenant at the end of the Term unless otherwise expressly

provided in this Lease. Where not built into the Demised Premises, and if furnished and installed by and at the sole expense of Tenant, all removable electric fixtures, air conditioning, carpets, drinking or tap water facilities, furniture, or trade fixtures or business equipment shall not be deemed to be included in such fixtures, equipment, improvements and appurtenances and may be, and upon the request of Landlord will be, removed by Tenant upon the condition that such removal shall not materially damage the Demised Premises or the Building and that the cost of repairing any damage to the Demised Premises or the Building arising from such removal shall be paid by Tenant, provided, however, that any of such items toward which Landlord shall have granted any allowance or credit to Tenant shall be deemed not to have been furnished and installed in the Demised Premises by or at the sole expense of Tenant.

10. ALTERATIONS AND IMPROVEMENTS BY TENANT

Tenant shall make no alterations, decorations, installations, removals, additions or improvements in or to the Demised Premises without Landlord's prior written consent and then only by contractors or mechanics approved by Landlord. No such installations or other work shall be undertaken or begun by Tenant until Landlord has approved written plans and specifications therefor; and no amendments or additions to such plans and specifications shall be made without prior written consent of Landlord. Any such alterations, decorations, installations, removals, additions and improvements shall be done at the sole expense of Tenant and at such times and in such manner as Landlord may from time to time designate. If Tenant shall make any alterations, decorations, installations, removals, additions or improvements, then Landlord may elect to require Tenant at the expiration of this Lease to restore the Demised Premises to substantially the same condition as existed at the Term Commencement Date.

11. TENANT'S CONTRACTORS — MECHANICS' AND OTHER LIENS — STANDARD OF TENANT'S PERFORMANCE — COMPLIANCE WITH LAWS

Whenever Tenant shall make any alterations, decorations, installations, removals, additions or improvements or do any other work in or to the Demised Premises, Tenant will strictly observe the following covenants and agreements:

(a) In no event shall any material or equipment be incorporated in or added to the Demised Premises in connection with any such alteration, decoration, installation, addition or improvement which is subject to any lien, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any security interest or any form of title retention agreement. Any mechanic's lien filed against the Demised Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant shall be discharged by Tenant within ten (10) days thereafter, at the expense of Tenant, by filing the bond required by law or otherwise. If Tenant fails so to discharge any lien, Landlord may do so at Tenant's expense and Tenant shall reimburse Landlord for any expense or cost incurred by Landlord in so doing within fifteen (15) days after rendition of a bill therefor.

(b) All installations or work done by Tenant under this or any other Article of this Lease shall be at its own expense (unless expressly otherwise provided) and shall at all times comply with (i) laws, rules, orders and regulations of governmental authorities having

jurisdiction thereof and (ii) plans and specifications prepared by and at the expense of Tenant theretofore submitted to Landlord for its prior written approval.

(c) Tenant shall procure all necessary permits before undertaking any work in the Demised Premises; do all such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements, and defend, save harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by or growing out of such work.

(d) No work shall be commenced prior to the time Landlord has posted a “Notice of nonresponsibility” at the Demised Premises and recorded said notice in the county in which the Property is located pursuant to California Civil Code Section 3094.

12. REPAIRS BY TENANT

Tenant, at its expense, shall keep or cause to be kept all and singular the Demised Premises in such repair, order and condition as the same are in on the Term Commencement Date or may be put in during the Term hereof, reasonable use and wear thereof and damage by fire or by unavoidable casualty excepted. Without limiting the generality of the foregoing, Tenant shall keep all windows and other glass whole, and shall replace the same whenever broken with glass of the same quality. Tenant hereby waives the benefits of California Civil Code Section 1932(1).

13. INSURANCE, INDEMNIFICATION, EXONERATION AND EXCULPATION

13.1 Tenant’s Insurance

(a) Liability Insurance. Tenant shall maintain in full force throughout the Term commercial general liability and property damage insurance providing coverage on an occurrence form basis with limits of not less than Two Million Dollars ($2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million Dollars ($2,000,000.00) annual general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations annual aggregate. Tenant’s liability insurance policy or policies shall: (i) include premises and operations liability coverage, automobile, products and completed operations liability coverage, broad form property damage coverage including completed operations, blanket contractual liability coverage with, to the maximum extent possible, coverage for the indemnification obligations of Tenant under this Lease, and personal and advertising injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with Tenant’s use or occupancy of the Premises or the Property; and (v) extend coverage to cover liability for the actions of Tenant’s employees, contractors, sublessees, guests and visitors.

(b) Personal Property Insurance. Tenant shall at all times maintain in effect with respect to tenant improvements and Tenant’s trade fixtures and personal property located at or within the Demised Premises, commercial property insurance providing coverage, at a minimum, for “broad

form" perils, to the extent of 100% of the full replacement cost of covered property. Tenant may carry such insurance under a blanket policy, provided that such policy provides equivalent coverage to a separate policy. During the Term, the proceeds from any such policies of insurance shall be used for the repair or replacement of such tenant improvements, trade fixtures and personal property so insured. Landlord shall be provided coverage under such insurance to the extent of its insurable interest and, if requested by Landlord, both Landlord and Tenant shall sign all documents reasonably necessary or proper in connection with the settlement of any claim or loss under such insurance. Landlord shall have no obligation to carry insurance on any such tenant improvements or on Tenant's trade fixtures or personal property.

(c) Workmen's Compensation Insurance. Tenant shall maintain worker's compensation insurance as required by law and employer's liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000).

(d) Business Interruption/Extra Expense Insurance. Tenant shall maintain loss of income, business interruption and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings and incurred costs attributable to the perils commonly covered by Tenant's property insurance described above but in no event less than One Million Dollars ($1,000,000). Such insurance shall be carried with the same insurer that issues the insurance for the personal property.

(e) Other Coverage. Tenant, at its cost, shall maintain such other insurance as Landlord may reasonably require from time to time, but in no event may Landlord require any other insurance which is (i) not then being required of comparable tenants leasing comparable amounts of space in comparable buildings in the vicinity of the Building or (ii) not then available at commercially reasonable rates.

(f) Insurance Criteria. Each policy of insurance required under this Section shall: (i) be in a form, and written by an insurer, reasonably acceptable to Landlord, (ii) be maintained at Tenant's sole cost and expense, and (iii) require at least thirty (30) days' written notice to Landlord prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A" or better and financial size category ratings of "XIII" or better according to the latest edition of the A.M. Best Key Rating Guide. All insurance companies issuing such policies shall be licensed to do business in the State of California. Any deductible amount under such insurance shall not exceed $5,000. Tenant shall provide to Landlord, upon request, evidence that the insurance required to be carried by Tenant pursuant to this Section, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid.

(g) Increase in Amount of Insurance. Tenant shall increase the amounts of insurance as required by any Mortgagee, and, not more frequently than once every three (3) years, as recommended by Landlord's insurance broker, if, in the opinion of either of them, the amount of insurance then required under this Lease is not adequate. Any limits set forth in this Lease on the amount or type of coverage required by Tenant's insurance shall not limit the liability of Tenant under this Lease.

(h) Insurance Provisions. Each policy of liability insurance required by this Section shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that it is primary to and not contributing with, any policy of insurance carried by Landlord covering the same loss; (iii) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Landlord, its members, property managers and mortgagees; and (iv) name Landlord, its members, property managers and such other parties in interest as Landlord may from time to time reasonably designate to Tenant in writing, as additional insureds. Such additional insureds shall be provided the same extent of coverage as provided to Tenant under such policies. All endorsements affecting such additional insured status shall be acceptable to Landlord and shall be at least as broad as additional insured endorsement form number CG 20 11 11 85 promulgated by the Insurance Services Office.

(i) Evidence of Coverage. Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to the expiration of any policy thereafter, Tenant shall furnish to Landlord a certificate of insurance reflecting that the insurance required by this Section is in force accompanied by an endorsement showing the required additional insureds satisfactory to Landlord in substance and form. Notwithstanding the requirements of this paragraph, Tenant shall, at Landlord's request, provide to Landlord a certified copy of each insurance policy required to be in force at any time pursuant to the requirements of this Lease or its Exhibits. Tenant's failure to furnish Landlord with such certificates of insurance shall be deemed a material default under this Lease.

13.2 General. Tenant will save Landlord harmless, and will exonerate and indemnify Landlord, from and against any and all claims, liabilities, penalties, damages or expenses (including without limitation reasonable attorneys' fees) asserted against or incurred by Landlord:

(a) on account of or based upon any injury to person, or loss of or damage to property sustained or occurring on the Demised Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever (other than Landlord or its agents, contractors or employees);

(b) on account of or based upon any injury to person or loss of or damage to property, sustained or occurring elsewhere (other than on the Demised Premises) in or about the Building (and, in particular, without limiting the generality of the foregoing on or about the elevators, stairways, public corridors, sidewalks, roof, or other appurtenances and facilities used in connection with the Building or Demised Premises) arising out of the use or occupancy of the Building or Demised Premises by Tenant, or any person claiming by, through or under Tenant;

(c) on account of or based upon (including moneys due on account of) any work or thing whatsoever done (other than by Landlord or its contractors, or agents or employees of either) in the Demised Premises during the Term of this Lease and during the period of time, if any, prior to the Term Commencement Date that Tenant may have been given access to the Demised Premises; and

(d) on account of or resulting from the failure of Tenant to perform and discharge any of its covenants and obligations under this Lease;

and, in case any action or proceeding be brought against Landlord by reason of any of the foregoing, Tenant upon notice from Landlord shall at Tenant's expense resist or defend such action or proceeding and employ counsel therefor reasonably satisfactory to Landlord, it being agreed that such counsel as may act for insurance underwriters of Tenant engaged in such defense shall be deemed satisfactory.

13.3 Property of Tenant. In addition to and not in limitation of the foregoing, and subject only to provisions of applicable law, Tenant covenants and agrees that all merchandise, furniture, fixtures and property of every kind, nature and description which may be in or upon the Demised Premises or elsewhere on the Property during the Term of this Lease, shall be at the sole risk and hazard of Tenant, and that if the whole or any part thereof shall be damaged, destroyed, stolen or removed from any cause or reason whatsoever other than the negligence or misconduct of Landlord, no part of said damage or loss shall be charged to, or borne by Landlord.

13.4 Bursting of Pipes, etc. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster or tiles, steam, gas, electricity, electrical disturbance, water, rain or snow or leaks from any part of the Building or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or caused by any other cause of whatever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees; nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in the Building or caused by operations in construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Demised Premises or elsewhere in the Building.

14. ASSIGNMENT, MORTGAGING, SUBLETTING, ETC.

Tenant covenants and agrees that neither this Lease nor the term and estate hereby granted nor any interest herein or therein, will be assigned, mortgaged, pledged, encumbered or otherwise transferred (whether voluntarily or by operation of law), and that neither the Demised Premises, nor any part thereof, will be encumbered in any manner by reason of any act or omission on the part of Tenant, without the prior written consent of Landlord in every case.

In connection with any request by Tenant for such consent, Tenant shall submit to Landlord, in writing, a statement containing the name of the proposed assignee, such information as to its financial responsibility and standing as Landlord may require, and all of the terms and provisions upon which the proposed transaction is to take place. Tenant shall reimburse Landlord promptly, as Additional Rent, for reasonable legal and other expense incurred by Landlord in connection with any request by Tenant for any consent required under the provisions of this Article.

The listing of any name other than that of Tenant, whether on the doors of the Demised Premises or on the Building directory, or otherwise, shall not operate to vest any right or interest

in this Lease or in the Demised Premises or be deemed to be the written consent of Landlord mentioned in this Article, it being expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to Tenant.

If this Lease be assigned, Landlord may at any time and from time to time, collect rent and other charges from the assignee, and apply the net amount collected to the Rent and other charges herein reserved, but no such collection shall be deemed a waiver of this covenant, or the acceptance of the assignee as a tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Landlord to an assignment shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment. Tenant shall remain fully and primarily liable for all its obligations hereunder notwithstanding any assignment.

Notwithstanding anything herein to the contrary, Tenant may assign this lease to an Affiliate, meaning, for purposes hereof, a corporation or other entity controlling, controlled by or under common control with Tenant. In addition, Tenant may, without Landlord’s consent, sublease any or all of the Demised Premises, and any so-called “subleasing profits” or subrents in excess of the rent reserved herein shall belong to Tenant. Landlord shall, upon request of Tenant, not unreasonably withhold its consent to a nondisturbance agreement for the benefit of any such subtenants.

15. MISCELLANEOUS COVENANTS

15.1 Rules and Regulations. Tenant and Tenant’s servants, employees, agents, visitors and licensees will faithfully observe such Rules and Regulations as are attached hereto as Exhibit C and made a part hereof or as Landlord hereafter at any time or from time to time may make and may communicate in writing to Tenant and which in the reasonable judgment of Landlord shall be necessary for the reputation, safety, care or appearance of the Property, or the preservation of good order therein, or the operation or maintenance of the Property, or the equipment thereof, or the comfort of tenants or others in the Building, provided, however, that in the case of any conflict between the provisions of this Lease and any such Rules and Regulations, the provisions of this Lease shall control, and provided further that nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce such Rules and Regulations or the terms, covenants or conditions in any other lease as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors, invitees or licensees. Notwithstanding Paragraph 22 of Exhibit C, Landlord shall be required to arrange for extermination of vermin within the Building pursuant to Section 7.7.

15.2 Access to Premises. Tenant shall: (i) permit Landlord to erect, use and maintain pipes, ducts and conduits in and through the Demised Premises, provided the same do not materially reduce the floor area or materially adversely affect the appearance thereof; (ii) permit the Landlord and any Mortgagee to have free and unrestricted access to and to enter upon the Demised Premises at all reasonable hours for the purposes of inspection or of making repairs, replacements or improvements in or to the Demised Premises or the Building or equipment (including, without limitation, sanitary, electrical, heating, air conditioning or other systems) or

of complying with all laws, orders and requirements of governmental or other authority or of exercising any right reserved to Landlord by this Lease (including the right during the progress of any such repairs, replacements or improvements or while performing work and furnishing materials in connection with compliance with any such laws, orders or requirements to take upon or through, or to keep and store within, the Demised Premises all necessary materials, tools and equipment); and (iii) permit Landlord, at reasonable times, to show the Demised Premises during ordinary business hours to any Mortgagee, prospective purchaser of any interest of Landlord in the Property, prospective Mortgagee, or prospective assignee of any Mortgage, and during the period of twelve months next preceding the Termination Date to any person contemplating the leasing of the Demised Premises or any part thereof. If during the last three (3) months of the Term, Tenant shall have removed all of Tenant's property therefrom, Landlord may immediately enter and alter, renovate and redecorate the Demised Premises, without elimination or abatement of rent, or incurring liability to Tenant for any compensation, and such acts shall have no effect upon this Lease. If Tenant shall not be personally present to open and permit any entry into the Demised Premises at any time when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents must nevertheless be able to gain such entry by contacting a responsible representative of Tenant, whose name, address and telephone number shall be furnished by Tenant. Provided that Landlord shall not be obligated to employ labor at so-called "over-time" or other premium pay rates, Landlord shall exercise its rights of access to the Demised Premises permitted under any of the terms and provisions of this Lease in such manner as to minimize to the extent practicable interference with Tenant's use and occupation of the Demised Premises. If an excavation shall be made upon land adjacent to the Demised Premises or shall be authorized to be made, Tenant shall afford, to the person causing or authorized to cause such excavation (subject to the same provisions applicable hereunder in the case of work to be performed by Landlord), license to enter upon the Demised Premises for the purpose of doing such work as said person shall deem necessary to preserve the Building from injury or damage and to support the same by proper foundations without any claim for damage or indemnity against Landlord, or diminution or abatement of Rent.

15.3 Accidents to Sanitary and other Systems. Tenant shall give to Landlord prompt notice of any fire or accident in the Demised Premises or in the Building and of any damage to, or defective condition in, any part or appurtenance of the Building's sanitary, electrical, heating and air conditioning or other systems located in, or passing through, the Demised Premises.

15.4 Signs, Blinds and Drapes. Tenant shall not place any signs on the exterior of the Building or on or in any window, public corridor or door visible from the exterior of the Demised Premises. No drapes or blinds may be put on or in any window nor may any Building drapes or blinds be removed by Tenant.

15.5 Estoppel Certificate. Tenant shall at any time and from time to time upon not less than ten (10) days' prior notice by Landlord or by a Mortgagee to Tenant, execute, acknowledge and deliver to the party making such request a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which Rent has been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate Landlord is in default in performance of any covenant, agreement, term,

provisions or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser of any interest in the Property, any Mortgagee or prospective Mortgagee, any lessee or prospective lessee thereof, any prospective assignee of any Mortgage, or any other party designated by Landlord. The form of any such estoppel certificate requested by a Mortgagee shall be satisfactory to such Mortgagee.

15.6 Requirements of Law — Fines and Penalties. Tenant at its sole expense shall comply with all laws, rules, orders and regulations of Federal, State, County and Municipal Authorities and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to and arising out of Tenant's use or occupancy of the Demised Premises. If Tenant receives notice of any violation of law, ordinance, order or regulation applicable to the Demised Premises, it shall give prompt notice thereof to Landlord. Without limiting the generality of the foregoing, Tenant shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the Demised Premises, including without limitation all such requirements applicable to removing barriers, furnishing auxiliary aids and ensuring that, whenever alterations are made, the affected portions of the Demised Premises are readily accessible to and usable by individuals with disabilities.

15.7 Tenant's Acts — Effect on Insurance. Tenant shall not do or permit to be done any act or thing upon the Demised Premises or elsewhere in the Building which will invalidate or be in conflict with any insurance policies covering the Building and the fixtures and property therein and shall not do, or permit to be done, any act or thing upon the Demised Premises which shall subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being conducted on the Demised Premises or for any other reason. Tenant at its own expense shall comply with all applicable provisions of the California Health and Safety Code and all regulations promulgated thereunder and with all rules, orders, regulations or requirements of the underwriter(s) of the fire and other hazard insurance for the Property and the Demised Premises and shall not (i) do, or permit anything to be done, in or upon the Demised Premises, or bring or keep anything therein, except as now or hereafter permitted by the City of South San Francisco Fire Department, or other authority having jurisdiction, and then only in such quantity and manner of storage as will not increase the rate for any insurance applicable to the Building, or (ii) use the Demised Premises in a manner which shall increase such insurance rates on the Building or on property located therein, over that applicable when Tenant first took occupancy of the Demised Premises hereunder. If by reason of failure of Tenant to comply with the provisions hereof the insurance rate applicable to any policy of insurance shall at any time thereafter be higher than it otherwise would be, then Tenant shall reimburse Landlord for that part of any insurance premiums thereafter paid by Landlord, which shall have been charged because of such failure by Tenant.

15.8 Miscellaneous. Tenant shall not suffer or permit the Demised Premises or any fixtures, equipment or utilities therein or serving the same, to be overloaded, damaged or defaced.

16. DAMAGE BY FIRE, ETC.

In the event of loss of, or damage to, the Demised Premises or the Building by fire or other casualty, the rights and obligations of the parties hereto shall be as follows:

(a) If the Demised Premises, or any part thereof, shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord, and Landlord, upon receiving such notice, shall proceed promptly and with due diligence, subject to unavoidable delays, to repair, or cause to be repaired, such damage. If the Demised Premises or any part thereof shall be rendered untenantable by reason of such damage, whether to the Demised Premises or to the Building, Yearly Fixed Rent shall proportionately abate for the period from the date of such damage to the date when such damage shall have been repaired.

(b) If, as a result of fire or other casualty, the whole or a substantial portion of the Building is rendered untenantable, Landlord, within ninety (90) days from the date of such fire or casualty, may terminate this Lease by notice to Tenant, specifying a date not less than thirty (30) nor more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. If Landlord does not so elect to terminate this Lease, then Landlord shall (to the extent that insurance proceeds, net of any portion thereof retained by a Mortgagee, are made available for such purpose) proceed with diligence to repair the damage to the Demised Premises and all facilities serving the same, if any, which shall have occurred, and the Yearly Fixed Rent shall meanwhile proportionately abate, all as provided in Paragraph (a) of this Section. However, if such damage is not repaired and the Demised Premises restored to substantially the same condition as they were prior to such damage within nine (9) months from the date of such damage, Tenant within thirty (30) days from the expiration of such nine (9) month period or from the expiration of any extension thereof by reason of unavoidable delays as hereinafter provided, may terminate this Lease by notice to Landlord, specifying a date not more than sixty (60) days after the giving of such notice on which the Term of this Lease shall terminate. The period within which the required repairs may be accomplished shall be extended by the number of days, not to exceed one hundred eighty (180) days, lost as a result of unavoidable delays, which term shall be defined to include all delays referred to in Article 24.

(c) If the Demised Premises shall be rendered untenantable by fire or other casualty during the last two (2) years of the Term of this Lease, Landlord may terminate this Lease effective as of the date of such fire or other casualty upon notice to Tenant given within ninety (90) days after such fire or other casualty.

(d) Landlord shall not be required to repair or replace any of Tenant’s business machinery, equipment, cabinet work, furniture, personal property or other installations (all of which shall, however, be restored by Tenant within thirty (30) days after Landlord shall have completed any repair or restoration required under the terms of this Article), and no damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Demised Premises or of the Building.

(e) The provisions of this Article shall be considered an express agreement governing any instance of damage or destruction of the Building or the Demised Premises by fire or other casualty, and any law now or hereafter in force providing for such a contingency in the absence of express agreement shall have no application.

(f) In the event of any termination of this Lease pursuant to this Article, the Term of this Lease shall expire as of the effective termination date as fully and completely as if such date were the date originally fixed herein for the end of the Term of this Lease. Tenant shall have access to the Demised Premises for a period of fifteen (15) days after the date of termination in order to remove Tenant's personal property.

(g) Landlord's Architect's certificate, given in good faith, shall be deemed conclusive of the statements therein contained and binding upon Tenant with respect to the performance and completion of any repair or restoration work undertaken by Landlord pursuant to this Article or Article 18.

17. WAIVER OF SUBROGATION

In any case in which Tenant shall be obligated under any provision of this Lease to pay to Landlord any loss, cost, damage, liability, or expense suffered or incurred by Landlord, Landlord shall allow to Tenant as an offset against the amount thereof the net proceeds of any insurance collected by Landlord for or on account of such loss, cost, damage, liability or expense, provided that the allowance of such offset does not invalidate or prejudice the policy or policies under which such proceeds were payable.

In any case in which Landlord shall be obligated under any provision of this Lease to pay to Tenant any loss, cost, damage, liability or expense suffered or incurred by Tenant, Tenant shall allow to Landlord as an offset against the amount thereof (i) the net proceeds of any insurance collected by Tenant for or on account of such loss, cost, damage, liability, or expense, provided that the allowance of such offset does not invalidate the policy or policies under which such proceeds were payable and (ii) if such loss, cost, damage, liability or expense shall have been caused by a peril against which Tenant has agreed to procure insurance coverage under the terms of this Lease, the amount of such insurance coverage, if not actually procured by Tenant.

The parties hereto shall each endeavor to procure an appropriate clause in, or endorsement on, any fire or extended coverage insurance policy covering the Demised Premises and the Building and personal property, fixtures and equipment located thereon or therein, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery, and having obtained such clauses and/or endorsements of waiver of subrogation or consent to a waiver of right of recovery each party hereby agrees that it will not make any claim against or seek to recover from the other for any loss or damage to its property or the property of others resulting from fire or other perils covered by such fire and extended coverage insurance; provided, however, that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses and/or endorsements or clauses and/or endorsements consenting to a waiver of right of recovery and shall be co-extensive therewith. If either party may obtain such clause or endorsement only

upon payment of an additional premium, such party shall promptly so advise the other party and shall be under no obligation to obtain such clause or endorsement unless such other party pays the premium.

18. CONDEMNATION — EMINENT DOMAIN

In the event that the whole or any part of the Building shall be taken or appropriated by eminent domain or shall be condemned for any public or quasi-public use, or (by virtue of any such taking, appropriation or condemnation) shall suffer any damage (direct, indirect or consequential) for which Landlord or Tenant shall be entitled to compensation then (and in any such event) this Lease and the Term hereof may be terminated at the election of Landlord by a notice in writing of its election so to terminate which shall be given by Landlord to Tenant within sixty (60) days following the date on which Landlord shall have received notice of such taking, appropriation or condemnation. In the event that more than fifty percent (50%) of the floor area of the Demised Premises or a substantial part of the means of access thereto within the perimeter of the Property so as to substantially interfere with the use of the Demised Premises shall be so taken, appropriated or condemned, then (and in any such event) this Lease and the Term hereof may be terminated at the election of Tenant by a notice in writing of its election so to terminate which shall be given by Tenant to Landlord within sixty (60) days following the date on which Tenant shall have received notice of such taking, appropriation or condemnation. Tenant hereby waives the benefits of California Code of Civil Procedure Section 12165.130.

Upon the giving of any such notice of termination (either by Landlord or Tenant) this Lease and the Term hereof shall terminate on or retroactively as of the date on which Tenant shall be required to vacate any part of the Demised Premises or shall be deprived of a substantial part of the means of access thereto, provided, however, that Landlord may in Landlord’s notice elect to terminate this Lease and the Term hereof retroactively as of the date on which such taking, appropriation or condemnation became legally effective. In the event of any such termination, this Lease and the Term hereof shall expire as of the effective termination date as fully and completely as if such date were the date originally fixed herein for the end of the Term of this Lease. If neither party (having the right so to do) elects to terminate Landlord will, with reasonable diligence and at Landlord’s expense, restore the remainder of the Demised Premises, or the remainder of the means of access thereto, as nearly as practicably may be to the same condition as obtained prior to such taking, appropriation or condemnation in which event (i) a just proportion of the Yearly Fixed Rent, according to the nature and extent of the taking, appropriation or condemnation and the resulting permanent injury to the Demised Premises and the means of access thereto, shall be permanently abated, and (ii) a just proportion of the remainder of the Yearly Fixed Rent, according to the nature and extent of the taking, appropriation or condemnation and the resultant injury sustained by the Demised Premises and the means of access thereto, shall be abated until what remains of the Demised Premises and the means of access thereto shall have been restored as fully as may be for permanent use and occupation by Tenant hereunder. Except for any award specifically reimbursing Tenant for moving or relocation expenses, there are expressly reserved to Landlord all rights to compensation and damages created, accrued or accruing by reason of any such taking, appropriation or condemnation, in implementation and in confirmation of which Tenant does hereby acknowledge that Landlord shall be entitled to receive and retain all such compensation

and damages, grants to Landlord all and whatever rights (if any) Tenant may have to such compensation and damages, and agrees to execute and deliver all and whatever further instruments of assignment as Landlord may from time to time request. In the event of any taking of the Demised Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby, and (ii) Tenant shall be entitled to receive for itself any award made for such use, provided, that if any taking is for a period extending beyond the Term of this Lease, such award shall be apportioned between Landlord and Tenant as of the Termination Date.

19. DEFAULT

19.1 Events of Default. Occurrence of any of the following events shall constitute an Event of Default under this Lease: (a) Tenant shall neglect or fail to perform or observe any of the Tenant's covenants herein, including (without limitation) the covenants with regard to the payment when due of Rent; or (b) Tenant shall be involved in financial difficulties as evidenced by an admission in writing by Tenant of Tenant's inability to pay its debts generally as they become due, or by the making or offering to make a composition of its debts with its creditors; or (c) Tenant shall make an assignment or trust mortgage, or other conveyance or transfer of like nature, of all or a substantial part of its property for the benefit of its creditors; or (d) the leasehold hereby created shall be taken on execution or by other process of law and shall not be revested in Tenant within sixty (60) days thereafter; or (e) a receiver, sequester, trustee or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or a substantial part of Tenant's property and such appointment shall not be vacated within sixty (60) days; or (f) any proceeding shall be instituted by or against Tenant pursuant to any of the provisions of any Act of Congress or State law relating to bankruptcy, reorganization, arrangements, compositions or other relief from creditors, and, in the case of any such proceeding instituted against it, if Tenant shall fail to have such proceeding dismissed within thirty (30) days or if Tenant is adjudged bankrupt or insolvent as a result of any such proceeding; or (g) any event shall occur or any contingency shall arise whereby this Lease, or the term and estate thereby created, would (by operation of law or otherwise) devolve upon or pass to any person, firm or corporation other than Tenant, except as expressly permitted under Article 14 hereof; or (h) Tenant shall vacate all or substantially all of the Demised Premises.

19.2 Remedies Available upon Default. Upon the occurrence of an Event of Default, Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law:

(c) Landlord may terminate Tenant's right to possession of the Premises at any time by written notice to Tenant. Tenant expressly acknowledges that in the absence of such written notice from Landlord, no other act of Landlord, including re-entry into the Premises, efforts to relet the Premises, reletting of the Premises for Tenant's account, storage of Tenant's personal property and trade fixtures, acceptance of keys to the Premises from Tenant or exercise of any other rights and remedies under this Section, shall constitute an acceptance of Tenant's surrender of the Premises or constitute a termination of this Lease or of Tenant's right to possession of the Premises. Upon such termination in writing of Tenant's right to possession of the Premises, as herein provided, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code Section 1951.2 and any other applicable existing or future Law providing for

recovery of damages for such breach, including the worth at the time of award of the amount by which the rent which would be payable by Tenant hereunder for the remainder of the Term after the date of the award of damages, including Additional Rent as reasonably estimated by Landlord, exceeds the amount of such rental loss as Tenant proves could have been reasonably avoided, discounted at the discount rate published by the Federal Reserve Bank of San Francisco for member banks at the time of the award plus one percent (1%).

(d) Landlord shall have the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations).

(e) Landlord may immediately, or at any time thereafter, without notice, cure said Event of Default for the account of Tenant. If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act which will require the payment of any sum of money, by reason of the failure of Tenant to comply with any provision hereof, or if Landlord is compelled to or does incur any expense, including without limitation reasonable attorneys' fees, in instituting, prosecuting and/or defending any action or proceeding arising by reason of any default of Tenant hereunder, Tenant shall on demand pay to Landlord by way of reimbursement the sum or sums so paid by Landlord with all interest, costs and damages together with interest at the Interest Rate for the period such sums remain outstanding.

(f) Landlord may remove all of Tenant's property from the Premises, and such property may be stored by Landlord in a public warehouse or elsewhere at the sole cost and for the account of Tenant. If Landlord does not elect to store any or all of Tenant's property left in the Premises, Landlord may consider such property to be abandoned by Tenant, and Landlord may thereupon dispose of such property in the manner and as prescribed by California Civil Code Section 1980 *et seq.* Any proceeds realized by Landlord on the disposal of any such property shall be applied first to offset all expenses of storage and sale, then credited against Tenant's outstanding obligations to Landlord under this Lease, and any balance remaining after satisfaction of all obligations of Tenant under this Lease shall be delivered to Tenant.

(e) The damages recoverable by Landlord pursuant to this Section shall in all events include reimbursement of any concessions made by Landlord in connection with the leasing of the Demised Premises to Tenant, including without limitation (a) abated Rent, (b) allowances or improvements in excess of any Building standard work, (c) sums paid to any former landlord of Tenant under a so-called "take-over", lease assumption or similar agreement and (d) signing bonuses and other incentive payments.

19.3 Grace Period. Notwithstanding anything to the contrary in this Article contained, Landlord agrees not to take any action to terminate this Lease (a) for default by Tenant in the payment when due of Rent, if Tenant shall cure such default within five (5) days after written notice thereof given by Landlord to Tenant, or (b) for default by Tenant in the performance of any other covenant, if Tenant shall cure such default within a period of thirty (30) days after written notice thereof given by Landlord to Tenant (except where the nature of the default is such that remedial action should appropriately take place sooner, as indicated in such written notice),

or with respect to covenants other than to pay a sum of money within such additional period as may reasonably be required to cure such default if (because of governmental restrictions or any other cause beyond the reasonable control of Tenant) the default is of such a nature that it cannot be cured within such thirty (30)-day period, provided, however, (1) that there shall be no extension of time beyond such thirty (30)-day period for the curing of any such default unless, not more than ten (10) days after the receipt of the notice of default, Tenant in writing (i) shall specify the cause on account of which the default cannot be cured during such period and shall advise Landlord of its intention duly to institute all steps necessary to cure the default and (ii) shall as soon as may be reasonable duly institute and thereafter diligently prosecute to completion all steps necessary to cure such default and, (2) that no notice of the opportunity to cure a default need be given, and no grace period whatsoever shall be allowed to Tenant, if the default is incurable or if the covenant or condition the breach of which gave rise to the default had, by reason of a breach on a prior occasion, been the subject of a notice hereunder to cure such default.

20. END OF TERM — ABANDONED PROPERTY

Upon the expiration or other termination of the Term of this Lease, Tenant shall peaceably quit and surrender to Landlord the Demised Premises and all alterations and additions thereto which Tenant is not entitled or required to remove under the provisions of this Lease, broom clean in good order, repair and condition excepting only reasonable use and wear and damage by fire or other casualty for which, under other provisions of this Lease, Tenant has no responsibility of repair or restoration. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease. If the last day of the Term of this Lease or any renewal thereof falls on a day other than a Business Day, this Lease shall expire on the Business Day immediately preceding. Tenant shall pay twice the amount of Rent applicable to each month (or fraction thereof) during which Tenant remains in possession of any part of the Demised Premises in violation of the foregoing covenants, without prejudice to eviction and any other remedy available to Landlord on account thereof.

Any personal property in which Tenant has an interest which shall remain in the Building or on the Demised Premises after the expiration or termination of the Term of this Lease shall be conclusively deemed to have been abandoned, and may be disposed of in such manner as Landlord may see fit; provided, however, notwithstanding the foregoing, that Tenant will, upon request of Landlord made not later than ten (10) days after the expiration or termination of the Term hereof, promptly remove from the Building any such personal property or, if any part thereof shall be sold, that Landlord may receive and retain the proceeds of such sale and apply the same, at its option, against the expenses of the sale, the cost of moving and storage, any arrears of Rent payable hereunder by Tenant to Landlord and any damages to which Landlord may be entitled under Article 19 hereof or pursuant to law, with the balance if any, to be paid to Tenant.

21. RIGHTS OF MORTGAGEES

21.1 (Intentionally omitted)

21.2 Entry and Possession. Upon entry and taking possession of the Property by a Mortgagee, for the purpose of foreclosure or otherwise, such Mortgagee shall have all the rights of Landlord, and shall be liable to perform all the obligations of Landlord arising and accruing during the period of such possession by such Mortgagee.

21.3 Right to Cure. No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to first Mortgagees of record, if any, and to any other Mortgagees of whom Tenant has been given written notice, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights; and (ii) such Mortgagees, after receipt of such notice, have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this paragraph shall be deemed to impose any obligation on any such Mortgagees to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Land and Building if any such Mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.

21.4 Prepaid Rent. No Rent shall be paid more than thirty (30) days prior to the due dates thereof and, as to a first Mortgagee of record and any other Mortgagees of whom Tenant has been given written notice, payments made in violation of this provision shall (except to the extent that such Rent is actually received by such Mortgagee) be a nullity as against such Mortgagee and Tenant shall be liable for the amount of such payments to such Mortgagee.

21.5 Continuing Offer. The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a Mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee; every such Mortgagee is hereby constituted a party to this Lease as an obligee hereunder to the same extent as though its name was written hereon as such; and such Mortgagee shall be entitled to enforce such provisions in its own name.

21.6 Subordination. Notwithstanding the foregoing provisions of this Article, Tenant agrees, at the request of Landlord or any Mortgagee, to execute and deliver promptly any certificate or other instrument which Landlord or such Mortgagee may request subordinating this Lease and all rights of Tenant hereunder to any Mortgage, and to all advances made under such Mortgage and/or agreeing to attorn to such Mortgagee in the event that it succeeds to Landlord's interest in the Property.

21.7 Limitations on Liability. Nothing contained in the foregoing Section 21.6 or in any such non-disturbance agreement or non-disturbance provision shall however, affect the prior rights of the holder of any Mortgage with respect to the proceeds of any award in condemnation or of any fire insurance policies affecting the Building, or impose upon any such holder any liability (i) for the erection or completion of the Building, or (ii) in the event of damage or

destruction to the Building or the Demised Premises by fire or other casualty, for any repairs, replacements, rebuilding or restoration except such repairs, replacements, rebuilding or restoration as can reasonably be accomplished from the net proceeds of insurance actually received by, or made available to, such holder, or (iii) for any default by Landlord under the Lease occurring prior to any date upon which such holder shall become Tenant's landlord, or (iv) for any credits, offsets or claims against the Rent as a result of any acts or omissions of Landlord committed or omitted prior to such date, or (v) for return of any security deposit or other funds unless the same shall have been received by such holder, and any such agreement or provision may so state.

22. QUIET ENJOYMENT

Landlord covenants that if, and so long as, Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Demised Premises from and against the claims of all persons claiming by, through or under Landlord subject, nevertheless, to the covenants, agreements, terms, provisions and conditions of this Lease and to all Mortgages to which this Lease is subject and subordinate.

Without incurring any liability to Tenant, Landlord may permit access to the Demised Premises and open the same, whether or not Tenant shall be present, upon any demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshall or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing Tenant's property or for any other lawful purpose (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Lease, or in or to the Demised Premises), or upon demand of any representative of the fire, police, building, sanitation or other department of the city, county, state or federal governments.

23. ENTIRE AGREEMENT — WAIVER — SURRENDER

23.1 Entire Agreement. This Lease and the Exhibits made a part hereof contain the entire and only agreement between the parties and any and all statements and representations, written and oral, including previous correspondence and agreements between the parties hereto, are merged herein. Tenant acknowledges that all representations and statements upon which it relied in executing this Lease are contained herein and that Tenant in no way relied upon any other statements or representations, written or oral. Any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Lease in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Nothing herein shall prevent the parties from agreeing to amend this Lease and the Exhibits made a part hereof as long as such amendment shall be in writing and shall be duly signed by both parties.

23.2 Waiver by Landlord. The failure of Landlord to seek redress for violation, or to insist upon the strict performance, of any covenant or condition of this Lease, or any of the Rules and Regulations promulgated hereunder, shall not prevent a subsequent act, which would have

originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of such Rules and Regulations against Tenant and/or any other tenant or subtenant in the Building shall not be deemed a waiver of any such Rules and Regulations. No provisions of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

23.3 Surrender. No act or thing done by Landlord during the term hereby demised shall be deemed an acceptance of a surrender of the Demised Premises, and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of the Demised Premises prior to the termination of this Lease. The delivery of keys to any employee of Landlord or of Landlord's agents shall not operate as a termination of the Lease or a surrender of the Demised Premises. In the event that Tenant at any time desires to have Landlord underlet the Demised Premises for Tenant's account, Landlord or Landlord's agents are authorized to receive the keys for such purposes without releasing Tenant from any of the obligations under this Lease, and Tenant hereby relieves Landlord of any liability for loss of or damage to any of Tenant's effects in connection with such underletting.

24. INABILITY TO PERFORM — EXCULPATORY CLAUSE

Except as otherwise expressly provided in this Lease, this Lease and the obligations of Tenant to pay Rent hereunder and perform all other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make or is delayed in making any repairs, replacements, additions, alterations, improvements or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from doing so by reason of any cause whatsoever beyond Landlord's reasonable control, including but not limited to governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of strikes, labor troubles, shortages of labor or materials or conditions of supply and demand which have been or are affected by war, hostilities or other similar or dissimilar emergency. In each such instance of inability of Landlord to perform, Landlord shall exercise reasonable diligence to eliminate the cause of such inability to perform.

Tenant shall neither assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Building of which the Demised Premises are a part and in the rents, issues and profits thereof, and Tenant agrees to look solely to

such interest for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that in no event shall Landlord (which term shall include, without limitation any of the officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders or other principals or representatives, disclosed or undisclosed, of Landlord or any managing agent) ever be personally liable for any such liability. This paragraph shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or to take any other action which shall not involve the personal liability of Landlord to respond in monetary damages from Landlord's assets other than the Landlord's interest in said real estate, as aforesaid. In no event shall Landlord ever be liable for consequential damages.

25. BILLS AND NOTICES

Any notice, consent, request, bill, demand or statement hereunder by either party to the other party shall be in writing and, if received at Landlord's or Tenant's Address, shall be deemed to have been duly given when either delivered or served personally or mailed in a postpaid envelope, deposited in the United States mails addressed to the respective party at its Address as stated in Article 1 or if any Address for notices shall have been duly changed as hereinafter provided, if mailed as aforesaid to the party at such changed Address. Either party may at any time change the Address for such notices, consents, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed Address, provided such changed Address is within the United States.

All bills and statements for reimbursement or other payments or charges due from Tenant to Landlord hereunder shall be due and payable in full thirty (30) days, unless herein otherwise provided, after submission thereof by Landlord to Tenant. Tenant's failure to make timely payment of any amounts indicated by such bills and statements, whether for work done by Landlord at Tenant's request, reimbursement provided for by this Lease or for any other sums properly owing by Tenant to Landlord, shall be treated as a default in the payment of Rent, in which event Landlord shall have all rights and remedies provided in this Lease for the nonpayment of Rent.

26. SUCCESSORS AND ASSIGNS

The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Article 14 hereof shall operate to vest any rights in any successor or assignee of Tenant and that the provisions of this Article shall not be construed as modifying the conditions of limitation contained in Article 19 hereof.

If in connection with or as a consequence of the sale, transfer or other disposition of the real estate (Land and/or Building, either or both, as the case may be) of which the Demised Premises are a part Landlord ceases to be the owner of the reversionary interest in the Demised Premises, Landlord shall be entirely freed and relieved from the performance and observance thereafter of all covenants and obligations hereunder accruing thereafter on the part of Landlord

to be performed and observed, it being understood and agreed in such event (and it shall be deemed and construed as a covenant running with the land) that the person succeeding to Landlord's ownership of said reversionary interest shall thereupon and thereafter assume, and perform and observe, any and all of such covenants and obligations of Landlord.

27. MISCELLANEOUS

27.1 Separability. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

27.2 Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions thereof.

27.3 Broker. Each party represents and warrants that it has not directly or indirectly dealt, with respect to the leasing of space in the Building, with any broker or had its attention called to the Demised Premises or other space to let in the Building, by any broker other than the Broker (if any) listed in Article 1 whose commission shall be the responsibility of Landlord. Each party agrees to exonerate and save harmless and indemnify the other against any claims for a commission by any other broker, person or firm, with whom such party has dealt in connection with the execution and delivery of this Lease or out of negotiations between Landlord and Tenant with respect to the leasing of other space in the Building.

27.4 Governing Law. This Lease is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State of California.

27.5 Assignment of Lease and/or Rents. With reference to any assignment by Landlord of its interest in this Lease and/or the Rent payable hereunder, conditional in nature or otherwise, which assignment is made to or held by a bank, trust company, insurance company or other institutional lender holding a Mortgage on the Building, Landlord and Tenant agree:

(a) that the execution thereof by Landlord and acceptance thereof by such Mortgagee shall never be deemed an assumption by such Mortgagee of any of the obligations of the Landlord hereunder, unless such Mortgagee shall, by written notice sent to the Tenant, specifically otherwise elect; and

(b) that, except as aforesaid, such Mortgagee shall be treated as having assumed the Landlord's obligations hereunder only upon foreclosure of such Mortgagee's Mortgage and the taking of possession of the Demised Premises after having given notice of its intention to succeed to the interest of the Landlord under this Lease.

27.6 Memorandum of Lease. Neither party shall record this Lease; provided, however, that either party shall at the request of the other, execute and deliver a recordable memorandum of this Lease setting forth the parties to this Lease, a description of the Demised Premises and the term of this Lease for recordation in the Official records of the County of San Mateo.

27.7 (omitted)

27.8 (omitted)

27.9 Arbitration of Certain Matters. At the election of either party, if any dispute as to the allocation of real estate taxes or operating expenses under Section 6.2, the abatement of Yearly Fixed Rent pursuant to Article 16 or the abatement of Yearly Fixed Rent pursuant to Article 18 remains unresolved 30 days after written complaint by Tenant has been delivered to Landlord as to an allocation, reduction, apportionment or abatement made or proposed by Landlord, the matter may be submitted to binding arbitration pursuant to California Code of Civil Procedure Section 1280 *et seq.*

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed under seal, all as of the day and year first above written.

MOUNTAIN COVE TECH CENTER, L.L.C.

By ____________________
John Finney

By /s/ Mike Finney
Mike Finney
Its Managers

MJ RESEARCH COMPANY, INC.

By ____________________
John Finney
Its President

EXHIBIT A

PLAN OF DEMISED PREMISES

[Diagram depicting the entire land and building in South San Francisco.]

EXHIBIT A-1

PLANS AND SPECIFICATIONS FOR LANDLORD’S WORK

None.

EXHIBIT B

CLEANING SCHEDULE

I. Premises

Daily on Business Days:

a. Empty all waste receptacles and ash trays and remove waste materials from the Premises.

b. Sweep and dust mop all uncarpeted areas using a dust-treated mop.

c. Vacuum all rugs and carpeted areas.

d. Hand dust and wipe clean with treated cloths all horizontal cleared surfaces including desk tops, office equipment, window sills, door ledges, chair rails and counter tops, within normal reach.

e. Wash clean all water fountains.

f. Upon completion of cleaning, all lights will be turned off and doors locked, leaving the Premises in an orderly condition.

Quarterly

Render high dusting not reached in daily cleaning to include:

a. Dusting all pictures, frames, charts, graphs and similar wall hangings.

b. Dusting all vertical surfaces, such as walls, partitions, doors and ducts.

c. Dusting of all pipes, ducts and high moldings.

II. Lavatories

Daily on Business Days:

a. Sweep and damp mop floors.

b. Clean all mirrors, powder shelves, dispensers and receptacles, bright work, flushometers, pipes and toilet seats.

c. Wash both sides of all toilet seats.

d. Wash all basins, bowls and urinals.

e. Dust and clean all powder room fixtures.

f. Empty and clean paper towel and sanitary disposal receptacles.

g. Remove waste paper and refuse.

h. Refill tissue holders, soap dispensers, towel dispensers, vending sanitary dispensers; materials to be furnished by Landlord.

i. A sanitizing solution will be used in all lavatory cleaning.

Monthly:

a. Machine scrub lavatory floors.

b. Wash all partitions and tile walls in lavatories.

III. Main Lobby, Elevators, Building Exterior and Corridors

Daily on Business Days:

a. Sweep and wash or spray buff all marble floors.

b. Sweep all entrance mats.

c. Clean elevators, wash or vacuum floors, wipe down walls and doors.

d. Spot clean any metal work surrounding building entrance doors.

Monthly:

All resilient tile floors in public areas to be treated equivalent to spray buffing.

IV. Window Cleaning

The outside of exterior wall windows will be washed once every three months, weather permitting, and the inside of exterior wall windows will be washed every six months.

V. Tenants requiring services in excess of those described above shall request same through Landlord, at Tenant's expense.

EXHIBIT C

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises demised to any tenant or occupant.

2. No awnings or other projections shall be attached to the outside walls or windows of the Building without the prior consent of Landlord. No curtains, blinds, shades, or screens shall be attached or hung in, or used in connection with, any window or door of the premises demised to any tenant or occupant, without the prior consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens, or other fixtures must be of a quality type, design and color, and attached in a manner, approved by Landlord.

3. No sign, advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the premises demised to any tenant or occupant or of the Building without the prior consent of Landlord. Interior signs on doors and directory tables, if any, shall be of a size, color and style approved by Landlord.

4. The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed, nor shall any bottles, parcels, or other articles be placed on any window sills.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules or other parts of the Building.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein.

7. No tenant or occupant shall mark, paint, drill into, or in any way deface any part of the Building or the premises demised to such tenant or occupant. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of the Landlord, and as Landlord may direct. No tenant or occupant shall install any resilient tile or similar floor covering in the premises demised to such tenant or occupant except in a manner approved by Landlord.

8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises demised to any tenant. Bicycles may be stored in racks, if any, furnished for such purpose by Landlord in a common area of the Property. No cooking shall be done or permitted in the Building by any tenant without the approval of Landlord. No tenant shall cause or permit any unusual or objectionable odors to emanate from the Premises demised to such tenant.

9. Without the prior consent of Landlord, no space in the Building shall be used for manufacturing, or for the sale of merchandise, goods or property of any kind at auction.

10. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unmusical noise, whistling, signing, or in any other way. Nothing shall be thrown out of any doors or windows.

11. Each tenant must, upon the termination of its tenancy, restore to Landlord all keys of stores, storage areas, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant.

12. All removals from the Building, or the carrying in or out of the Building or the premises demised to any tenant, of any sales, freight, furniture, or bulky matter of any description must take place at such time and in such manner as Landlord or its agents may determine, from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of the Building Rules or the provisions of such tenant's lease.

13. No tenant shall use or occupy, or permit any portion of the premises demised to such tenant to be used or occupied, as an office for a public stenographer, messenger service or typist, or as a barber or manicure shop, or as an employment bureau. No tenant or occupant shall engage or pay any employees in the Building, except those actually working for such tenant or occupant in the Building, nor advertise for laborers giving an address at the Building.

14. No tenant or occupant shall purchase spring water, ice, food, beverage, lighting maintenance, cleaning towels or other like service, from any company or person not approved by Landlord, such approval not unreasonably to be withheld.

15. Landlord shall have the right to prohibit any advertising by any tenant or occupant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon notice from Landlord, such tenant or occupant shall refrain from or discontinue such advertising.

16. Landlord reserves the right to exclude from the Building, between the hours of 6:00 p.m. and 8:00 a.m. on Business Days and otherwise at all hours, all persons who do not present a pass to the building signed by the Landlord. Landlord will furnish passes to persons for whom any tenant requests such passes. Each tenant shall be responsible for all persons for whom it requests such passes and shall be liable to Landlord for all wrongful acts of such persons.

17. Each tenant, before closing and leaving the premises demised to such tenant at any time, shall see that all entrance doors are locked and windows closed.

18. Each tenant shall, at its expense, provide artificial light in the premises demised to such tenant for Landlord's agency, contractors, and employees while performing janitorial or other cleaning services and making repairs or alterations in said premises.

19. No premises shall be used, or permitted to be used, for lodging or sleeping, or for any immoral or illegal purpose.

20. There shall not be used in the Building, either by any tenant or occupant or by their agents or contractors, in the delivery or receipt of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Landlord may require.

21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant and occupant shall co-operate in seeking their prevention.

22. If the premises demised to any tenant become infested with vermin, such tenant, at its sole cost and expense, shall cause its premises to be exterminated from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord.

23. No premises shall be used, or permitted to be used, at any time, without the prior approval of Landlord, as a store for the sale or display of goods, wares or merchandise of any kind, or as a restaurant, shop, booth, bootblack or other stand, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public in the premises demised to such tenant, or for manufacturing or for other similar purpose.

24. No tenant shall move, or permit to be moved, into or out of the Building or the premises demised to such tenant, any heavy or bulky matter, without the specific approval of Landlord. If any such matter requires special handling, only a person holding a Master Rigger's license shall be employed to perform such special handling. No tenant shall place, or permit to be placed, on any part of the floor or floors of the premises demised to such tenant, a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of safes and other heavy matter, which must be placed so as to distribute the weight.

25. The requirements of tenants will be attended to only upon application at the office of the Building. Building employees shall not be required to perform, and shall not be requested by any tenant or occupant to perform, any work outside of their regular duties, unless under specific instructions from the office of the managing agent of the Building.