

COMMERCIAL LEASE

1. PARTIES

This Agreement of Lease (the "Lease"), is made this 20th day of January, 2015, between 1250 ASSOCIATES, 4479 Chambers Hill Road, Harrisburg, Pennsylvania 17111, to be known as "Lessor", and THERANOS, INC., a Delaware corporation, 1701 Page Mill Rd., Palo Alto, CA 94304, to be known as "Lessee."

2. PREMISES

In consideration of the rents and covenants hereinafter mentioned, Lessor does demise and lease unto Lessee, and Lessee leases from Lessor, all that certain space located at 1250 Camp Hill Bypass ("Building"), Suite 110, Camp Hill, Pennsylvania 17011, to be used for general, administrative, office, laboratory, and research and development uses (collectively referred to as the "Premises") on the property commonly known as 1250 Camp Hill Bypass (the "Property"). The rentable square footage of Suite 110 is approximately 14,556 rentable square feet as shown on Exhibit B attached hereto.

3. TERM

To have and to hold, unto Lessee, subject to the conditions of this Agreement for a seven (7) year, three (3) month term beginning on July 1, 2015 (the "Commencement Date") and ending on September 30, 2022 (the "Expiration Date").

Beginning on April 1, 2015, or earlier if the Premises are in a state that allows it (the "Early Occupancy Date"), Lessee shall have the right to access the Premises in order to perform Lessee's Improvements (as hereinafter defined). Once the Improvements are completed, Lessee may occupy the Premises to the extent Lessee is able to receive a certificate of occupancy or temporary certificate of occupancy. Lessor makes no guarantee that the Building and Property will be completed for occupancy prior to July 1, 2015; however, Lessor will use commercially reasonable efforts to complete the Building and Property earlier and will make commercially reasonable accommodations to complete the minimum portions of the Building and Property that are necessary for Lessee to obtain a temporary certificate of occupancy between June 1, 2015 and June 30, 2015 to the extent requested by Lessee. Such early entry shall be subject to the Lease obligations contained herein, as if the Early Occupancy Date was the Commencement Date, but excluding any payment obligation of Rent.

4. RENT

In consideration of which, Lessee agrees to pay to Lessor for the use of the Premises, the following rental sums ("Rent"):

- (A) For the period beginning on the first (1) day of July, 2015, and ending on the thirtieth (30) day of September, 2015, the monthly rent payment amount shall be \$0.00.
- (B) For the period beginning on the first (1) day of October, 2015, and ending on the thirtieth (30) day of September, 2016, the monthly rent payment amount shall be \$26,625.00.

- (C) For the period beginning on the first (1) day of October, 2016, and ending on the thirtieth (30) day of September, 2017, the monthly rent payment amount shall be \$27,424.00.
- (D) For the period beginning on the first (1) day of October, 2017, and ending on the thirtieth (30) day of September, 2018, the monthly rent payment amount shall be \$28,247.00.
- (E) For the period beginning on the first (1) day of October, 2018, and ending on the thirtieth (30) day of September, 2019, the monthly rent payment amount shall be \$29,094.00.
- (F) For the period beginning on the first (1) day of October, 2019, and ending on the thirtieth (30) day of September, 2020, the monthly rent payment amount shall be \$29,967.00.
- (G) For the period beginning on the first (1) day of October, 2020, and ending on the thirtieth (30) day of September, 2021, the monthly rent payment amount shall be \$30,866.00.
- (H) For the period beginning on the first (1) day of October, 2021, and ending on the thirtieth (30) day of September, 2022, the monthly rent payment amount shall be \$31,792.00.
- (I) All payments payable in advance, on the first day of each calendar month during the term. Payments should be made payable to "1250 Associates".

As outlined in Section 7 below, the foregoing Rent shall be full service, all-inclusive, except for-Lessee's obligations for interior suite janitorial services described in Paragraph 7(D) below, and any specialty electric or gas consumption as described in Paragraph 7(C) below, which shall be submetered and paid in addition to the above Rent ("Additional Rent"). The Rent and Additional Rent shall hereinafter collectively be deemed the "Rent". Rent for any fractional month at the beginning of the Term shall be prorated on actual days.

5. LATE CHARGE

Any monthly Rent not received at Lessor's principal office before the close of banking business on the seventh (7) day of the month in which it is due shall be subject to a five percent (5%) late charge. Payments, when received by Lessor, shall be applied first to delinquent rents, utility and operating expense charges and late charges.

6. PLACE OF PAYMENT

The Rent shall be paid at the principal office of Lessor, located at 4479 Chambers Hill Road, Harrisburg, Pennsylvania 17111, or such other address as Lessor may from time to time designate in writing to Lessee.

7. SERVICES

(A) BUILDING SERVICES

Lessor agrees to provide the following for and in consideration of the gross rent payments stated:

- (a) Standard usage amounts for the following utilities during standard building hours of operating (See Section 7(B) below).
 - (i) Electric (general office power, lighting and cooling);
 - (ii) Gas (general office heating);
 - (iii) Water;
 - (iv) Sewer;
- (b) Real estate taxes;
- (c) Building insurance;
- (d) Building maintenance;
- (e) Common area maintenance, including parking facilities;
- (e) HVAC equipment maintenance for base building equipment;
- (f) Landscape maintenance;
- (g) Snow removal for standard building hours of operation;
- (h) Common area janitorial for standard building hours of operation.

Lessor will provide snow removal 24x7 and will pass on the cost of service outside of standard building hours to Lessee without markup.

Lessor shall be responsible for keeping all structural elements of the Building (including the Premises), the common areas, parking areas and/or associated structures on the Property, in good repair and condition and free from nuisance of any kind, including but not limited to, the roof and roof membrane, foundation, basic structure, exterior walls and base Building systems (i.e., Building HVAC, plumbing, sprinkler or other life support systems, electrical systems or other energy management systems).

Lessor shall maintain the building and provide all of those services normally associated with a first-class office building including, but not limited to, heating and air conditioning, fuel delivery and elevator service as discussed above, security, repairs and maintenance, directory service, and cleaning.

(B) HOURS OF OPERATION; EQUIPMENT USAGE

The standard building hours of operation shall be Monday through Friday, 7:00 a.m. to 6:00 p.m. and Saturday, 8:00 a.m. to 1:00 p.m., excluding national holidays (the "Building Hours"). Lessee shall have access to the Premises 24 hours a day, 7 days a week, 365 days a year. Lessor's standard HVAC setback temperature conditions shall apply outside of Building Hours; provided that Lessee may maintain temperatures in part or all of the Premises without the setback if Lessee pays for the cost differential.

(C) SPECIALTY ELECTRIC AND GAS USAGE REIMBURSEMENT

Lessee shall reimburse Lessor for the cost of all electrical and gas usage (i) for Lessee's IT equipment, (ii) within Lessee's IT room(s) or areas ("IT Areas") (for IT equipment and any supplemental cooling), (iii) large printing or copying equipment, and (iv) any fixtures/equipment that are not standard/typical general professional office equipment.

Lessee shall reimburse Lessor for the cost of all electrical usage associated with Lessee's non-standard break room equipment, machines and/or appliances that are of commercial scale/grade, including but not limited to, commercial scale/grade coffee/water service appliances, vending machines and non-standard refrigerators and dishwashers (the "Non-Building Standard Appliances").

Lessor shall send monthly invoices to Lessee for this amount which shall be derived from a dedicated meter installed within the Premises for such specialty electric usage.

(D) INTERIOR SUITE JANITORIAL

The execution and cost of janitorial service inside the Premises is the responsibility of the Lessee. The janitorial service shall conform to guidelines established by Lessor, which shall be reasonable and shall reflect the manner and intensity of the use of the Premises and shall conform to reasonable and generally accepted commercial practices. For care of the floorcovering, this specifically requires the use of chair pads / chair mats and following the carpet maintenance / VCT maintenance procedures established by Lessor. Lessee shall maintain the Premises in a clean, orderly and sanitary condition, free of insects, rodents and other pests and shall not permit the accumulation of trash and other refuse, but shall remove from the Premises the same at its own expense and shall keep such refuse in proper containers as set forth below.

As part of performing its interior suite Janitorial service, Lessee is responsible for the removal of its refuse generated within the Premises. Lessor shall provide Lessee with the option of placing a refuse collection container in the parking lot serving the Building, at the expense of Lessee and at a location acceptable to Lessor, in his sole discretion. Lessee shall not use the refuse container for any type of refuse generated from the Premises except for normal day-to-day typical, office related refuse. This prohibition specifically includes refuse generated from moving in or out of the Premises (i.e., large quantities of wooden pallets, cardboard boxes and/or containers, packing materials, wooden crates, unwanted furniture or office equipment, etc.) and refuse generated from the cleaning and/or purging of files from the Premises ("Non-Standard Refuse Removal"). In the event Lessee requires a refuse container for its Non Standard Refuse Removal, Lessee shall make arrangements with Lessor for the placement of an additional container to be placed temporarily at the Building for Lessee's use. Lessee shall be responsible for all costs associated with Lessee's Non Standard Refuse Removal. Placement of such an additional container shall be on a short-term basis only and the location and placement of an additional container shall be directed by Lessor, in his sole discretion.

(E) SERVICE PROVIDERS

Lessor shall have the right to reject and bar general office service providers to Lessee if such providers are reasonably objectionable to Lessor. Lessor's rejection shall be based on prior adverse experiences with a provider on commercially reasonable and articulable grounds. Such providers may include, but not be limited to, bottled water delivery, janitorial service,

telecommunications wiring, satellite dish installation and related cabling/wiring, security providers and/or any other service or product routinely supplied or delivered to commercial office users. For the avoidance of doubt, the foregoing will not apply to laboratory service providers.

8. RENEWAL OPTION

Lessee shall have the right and option of renewing this Lease upon the same terms and conditions as herein contained, for one (1) additional three (3) year period (the "Renewal Term"), provided that:

- (A) Lessee is not in default hereunder beyond any applicable notice and cure period(s).
- (B) Lessee provides notice to Lessor in accordance with Section 31 of this Agreement not less than one-hundred, eighty (180) days prior to the expiration of the original term or any hereinbefore duly authorized additional term, time being of the essence of giving of such notice.
- (C) Lessee and Lessor shall exercise good faith in attempting to negotiate a Market oriented renewal rental rate prior to the expiration of the renewal notice period. Failure of Lessor and Lessee to reach an agreement on a renewal rental rate within thirty (30) days following receipt by Lessor of Lessee's notice of intent to renew this Lease shall render this renewal option null and void.

9. LESSOR'S IMPROVEMENTS

- (A) Lessor, at his expense, shall deliver the Premises to Lessee on April 1, 2015 in "shell condition". Shell condition is defined as:
 - a) Floor: concrete, sealed, ready to receive floor covering;
 - b) Perimeter Walls: drywall, finished, ready to receive paint;
 - c) Sills: ready to receive finish paint;
 - d) Electric: panels in and adjacent to the space with adequate capacity, ready for distribution by Lessee;
 - e) Sprinkler: main lines only with upturned heads, ready for connection by Lessee;
 - f) Ductwork: rooftop HVAC units with drop tubes into the Premises, ready for distribution by Lessee.

Upon completion of the building construction currently taking place, the building will be fully sprinklered and contain life safety system(s) in compliance with all applicable codes.

- (B) Lessor shall pay to Lessee a tenant improvement allowance of \$25.00/ rentable square foot. Additionally, if desired by Lessee, Lessor shall provide up to an additional \$26.00/ rentable square foot. Repayment of this additional amount shall be in the form of additional rent, over a period of seven (7) years and amortized at a 6.0% annual rate of interest.

Lessee may submit invoices for its tenant improvement expenses to Lessor monthly. Lessor will submit payment to Lessee for the invoiced amounts within 30 days of the invoice submission. Prior to Lessor's final payment, Lessee will ensure that the Building is released of any mechanics liens caused or resultant from Lessee's tenant improvement work.

Lessee shall have the right to hire the general contractor and project manager of its choice for the tenant improvement work without any obligation to hire or use Lessor's contractor. Lessee's contractor shall comply with the Insurance requirements outlined in Section 12(D) of this Lease.

Lessee shall not be charged any parking fees, hoisting charges, standard electrical usage, water usage, use of freight elevator during the construction period or any oversight fees or supervisory fees during the Tenant improvement phase.

During the Tenant improvement phase, Lessor shall make available to Lessee, at no charge, space to place a dumpster, a construction trailer and up to fifteen (15) parking spaces, at locations determined by Lessor, in his sole discretion. Lessor may change the locations of these places and parking spaces, in his sole discretion, in order to facilitate the construction of the parking lot areas surrounding the Building.

Lessor shall not charge any oversight fees or supervisory fees during the construction period. Lessee shall not be charged for any parking, hoisting charges, electrical services, water or the use of freight elevators during the construction period.

In addition to the comments above detailing Lessor's efforts to ensure a smooth construction process, Lessor agrees to cooperate in the following efforts:

1. The Lessor will coordinate the shell work with the Lessee in order to allow the Lessee reasonable time to construct the tenant improvements.
2. The Lessor will provide the Lessee with a schedule that identifies the major construction milestones of the shell work as it relates to the construction of the Lessee's shell space.
3. The Lessor and the Lessor's contractor will cooperate with the tenant's contractor to properly and efficiently coordinate the Lessee's work.
4. The Lessor will advise the Lessee as to the date(s) in which the tenant needs to accept the work of the Lessor's contractor.
5. The Lessor will have the concrete floor tested for moisture and will provide the test results to the Lessee. The moisture content will be within acceptable limits to allow the Lessee's flooring contractor to warrant the installation of the Lessee's flooring.
6. The Lessor will provide the Lessee reasonable access to the site for the purpose of coordinating the Lessee's work.

(C) Telecommunications / IT Construction Cost Reimbursement. Lessee shall reimburse Lessor for all costs incurred, if any, by Lessor associated with the acquisition and installation of all materials and equipment required by Lessee in

its IT Area. Such reimbursement shall be referred to as "Lessee's IT Reimbursement".

Lessee's IT Reimbursement shall include, but not be limited to, all labor and material costs to acquire and install panel boards, wiring and cable, branch circuits, devices, transfer switches, miscellaneous straps and supports as required per NATL Electric Code 2009, UPS units, equipment grounding, surge suppression equipment, supplemental HVAC unit, condensate lines and pumps, all data / voice cable and associated equipment, and back-up generator and associated fuel lines, if applicable. Lessee's IT Reimbursement shall be due and payable to Lessor within fifteen (15) days from the date of receipt of Lessor's invoice for such work.

- (D) Systems Furniture Installation Reimbursement. Lessee shall reimburse Lessor for all costs incurred, if any, by Lessor to provide electrical power to Lessee's systems furniture within the Premises ("Lessee's Specialty Electric Reimbursement"). Lessee's Specialty Electric Reimbursement would include, but not be limited to, all labor and materials (such as, over current protection, wiring, cabling, devices, power poles, power whips, data and voice cabling, grounding equipment, grounding electrodes, miscellaneous straps and support required by NATL Electric Code 2009 and any other equipment requiring non-Building standard electrical provisions) to provide power to Lessee's cubicles / modular furniture, printers, floor boxes, projectors, audio and video equipment, alarms, interior suite access control / security and any other equipment requiring non-Building standard electrical provisions. Lessee's Specialty Electric Reimbursement shall be due and payable to Lessor within fifteen (15) days from the date of receipt of Lessor's invoice for such work.
- (E) Specialty Electrical Construction Cost Reimbursement. Lessee shall reimburse Lessor for all costs incurred, if any, by Lessor to provide non-Building standard electrical power to Lessee's equipment (this would include, but not be limited to, printers, floor boxes, projectors, audio and video equipment, alarms, interior suite access control / security, dedicated electrical outlets, custom non-Building standard lighting and electrical for non-standard break room equipment and any other equipment requiring non-Building standard electrical provisions ("Lessee's Specialty Electric Construction Cost Reimbursement")). Lessee's Specialty Electric Construction Cost Reimbursement shall be due and payable to Lessor within fifteen (15) days from the date of receipt of Lessor's invoice for such work.
- (F) Non-Building Standard Improvements Reimbursement. Lessee shall reimburse Lessor for all costs incurred, if any, by Lessor to provide non-Building Standard improvements, specifically including, but not limited to, all costs associated with plumbing requirements for non-Building standard break room equipment and /or appliances.

10. NEGATIVE COVENANTS OF LESSEE

(A) WASTE, DAMAGE, OR INJURY TO PREMISES; RESTORATION

No waste, damage or injury to the Premises shall be committed.

At the end of the lease term, Lessee shall be responsible for the removal of all specialty/lab equipment that Lessee brought into the space or had constructed in the space. The cost of said restoration shall be paid by Lessee, which cost shall be treated as additional rent due and owing under the terms of this Lease.

(B) LAWFUL POSSESSION; FIRE PRECAUTIONS

Lessee shall not carry on any unlawful or immoral business in or about the Premises. Lessee shall not conduct any activity which would cause a forfeiture of Lessor's fire insurance. Lessee shall not operate any machinery or equipment that may be harmful to the Building, or disturbing to other occupants of the Building.

(C) FLOOR LOADING

Lessee shall not be permitted to place any of its furniture, fixtures, files and/ or equipment in any portion of the Premises that is beyond the safe carrying capacity of the Building's structural system. In the event Lessee has furniture, fixtures, files and/or equipment that it desires to place in the Premises which Lessor believes, in his sole discretion, may be beyond the safe carrying capacity of the Building's structural system, Lessor may, following notice to Lessee, retain a structural engineer on behalf of Lessee for the purpose of analyzing Lessee's desired loading. Lessee shall be responsible for the costs of such engineering analysis. Should the Engineer determine that Lessee's desired loading is beyond the safe carrying capacity of the Building's structural system, then all additional costs associated with both the design and implementation of a solution to adapt the building to accommodate Lessee's desired loading shall be the responsibility of Lessee, along with the need for the consent of Lessor.

(D) SIGNS

Lessee shall have access to all Building standard signage, including exterior monument signage (Lessor shall make all reasonable efforts with East Pennsboro Township to ensure that Lessee is able to have an exclusive monument sign on site. The location and design of the monument will be controlled by Lessor and subject to municipal regulations), lobby directory signage, directional signage and suite entry signage, at Lessor's sole cost and expense, except for the lettering of all such signs, which cost shall be the responsibility of Lessee.

Lessee shall not place any signage and/or lettering of any kind whatsoever upon the outside windows, doors or common areas of the Building.

(E) ALTERATIONS AND IMPROVEMENTS

During the term of this Lease, including any renewals or extensions thereof, Lessee shall not have the privilege of improving or altering the Premises for Lessee's own purposes, unless Lessor approves any proposed improvement(s) in writing, not to be unreasonably withheld, conditioned or delayed, and all alterations / improvements are performed by Lessor, or Lessee's designated Contractor, Lessor's approval of whom shall be required, not to be unreasonably withheld or delayed. Lessee shall be responsible for all costs associated with any improvements.

(F) ASSIGNING, ETC., BY LESSEE

Lessee shall not, without first obtaining the prior written consent of Lessor, not to be unreasonably withheld, conditioned or delayed: (i) assign, convey or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part hereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises by any person other than Lessee and its employees. Any such transfer, sublease or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Lessor shall be void and of no effect. Lessor's consent to any Transfer shall not constitute a waiver of Lessor's right to withhold its consent to any future Transfer. Lessor's consent to any Transfer or acceptance of rent from any party other than Lessee shall not release Lessee from any covenant or obligation under this Lease. Lessor's consent to any Transfer shall not relieve Lessee's liability to Lessor for the payment of rent and other sums and for the performance of all obligations of Lessee under this Lease. Lessor shall require, as a condition to its consent to any Transfer, that the Lessee and assignee execute an instrument which sets forth that Lessee shall not be released from its obligations under the Lease and that assignee shall assume and agree to fulfill, observe and perform each and every covenant and obligation under the Lease from and after the effective date of such assignment.

Notwithstanding the foregoing, Lessee reserves the right to substitute any of its subsidiaries or affiliates as occupants of the Premises without the Lessor's consent.

Lessor shall have no right of recapture, profit participation, nor the right to change any terms of the lease in the event of a sublease or assignment. All rights of the Lessee under the lease shall inure to the benefit of the sublessee/assignee. Lessee shall have the right to advertise the availability of the space without restrictions as to the rental rate advertised. However, no signage or advertising for any such purpose, either directly or indirectly related, shall be permitted in, on or around the Building or anywhere on the entire property.

(G) TELEPHONE & COMPUTER WIRING

If the Lessee desires to introduce telephone wires and computer wires, the Lessor will direct the manner of placing of same and without such direction, no installation of any such wiring will be permitted. The attaching of wires to the outside of the building is absolutely prohibited. No wiring/cabling for Lessee's telephone and computer system shall be performed by Lessor. All costs associated with such installation shall be the sole responsibility of Lessee.

The Building demarcation point ("D-Marc") is in a room that is kept locked at all times. Lessee shall have access to the D-Marc by notifying Lessor.

(H) VOICE / DATA COMMUNICATIONS

The Building will be served by Verizon and Comcast voice and data communication services. Lessee, at its option, may utilize these service providers. Lessee shall be responsible for ALL costs associated with subscribing to any service provider. Should Lessee desire to utilize any other service provider that at the time of the execution of this Lease is not currently in place at the

Building, provided the consent of Lessor is given, which may be withheld in Lessor's sole discretion, Lessee will be permitted to utilize such service and Lessee shall be solely responsible for the cost of bringing such communication service to the Building, along with the installation and utilization of such communication services. Landlord hereby consents to the utilization of AT&T as a service provider to the extent AT&T is able to service the Building, if at all. Lessee shall be solely responsible for any and all repairs and/or damages that are incurred on the property and/or at the Building and/or Premises due to the installation of such service.

(I) SATELLITE DISH / ROOF TOP ANTENNAS

No installation of satellite dishes or roof top antennas shall occur at the Building in which the Premises are located without obtaining in each instance Lessor's prior written consent, not to be unreasonably withheld, delayed or conditioned. All such installations shall be performed at Lessee's expense by Lessor or Lessor's designated contractors, or, with prior written consent of Lessor, by Lessee's contractors and under such rules and procedures as Lessor may prescribe. Upon obtaining Lessor's consent to such installation, Lessee shall be required to execute a separate agreement ("License Agreement") which will grant Lessee the right to utilize the additional area under the terms and conditions as contained in the License Agreement. Lessee shall pay to Lessor a monthly usage fee which shall be determined at the time of Lessor's approval of the installation. This usage fee shall be in addition to its monthly rent payment as defined in Paragraph 4 of this Lease,

(J) ROOFTOP GENERATOR

In no event shall any installation of any rooftop generators be installed at the Building in which the Premises are located without obtaining in each instance Lessor's prior written consent, not to be unreasonably withheld, delayed or conditioned. . All such installations shall be performed at Lessee's expense by Lessor or Lessor's contractors, or, with prior written consent of Lessor, by Lessee's contractors and under such rules and procedures as Lessor may prescribe. Upon obtaining Lessor's consent to such installation, Lessee shall be required to execute a separate agreement ("License Agreement") which will grant Lessee the right to utilize the additional area under the terms and conditions as contained in the License Agreement. Lessee shall pay to Lessor a monthly usage fee which shall be determined at the time of Lessor's approval of the installation. This usage fee shall be in addition to its monthly rent payment as defined in Paragraph 4 of this Lease,

(K) LOCKS

Lessor shall maintain at all times the Building (including exterior and interior door locks) but not the Premises on its master keying system (lock and/or electronic access control). Lessee may install and maintain its own keying system (lock and/or electronic access control) in the Premises (including suite entry and interior suite door locks). Lessee will provide a means of accessing the suite entry doors to Lessor.

Premises doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress. Lessee shall, upon the termination of its tenancy, restore to Lessor all keys in its possession pertaining to the Building. In the event of the loss of any keys so furnished, Lessee shall pay to Lessor the replacement cost thereof.

(L) ACCESS CONTROL SYSTEM

Lessee may install and maintain its own access control system for the Premises. Lessee will provide a means of accessing the suite entry door to Lessor.

The Building will have an access control system which allows Lessee access to the Building (the "Access"). Access will be accomplished by the use of proximity key tags ("PKT's").

Lessee shall provide Lessor with a list of Lessee's employees and/or contractors which will require Access. On or before the Commencement Date, Lessor will provide, at its sole cost and expense, one (1) PKT for each individual listed on Lessee's Access list. Upon Lessor providing Lessee with its requested PKT's, Lessee shall assume the sole responsibility of securing its PKT's. Lessee shall notify Lessor immediately in the event of a lost, stolen or misplaced PKT or in the event of an employee/contractor termination. Lessor shall, upon notification of such event, deactivate the PKT. After the commencement of the Lease, Lessee shall be responsible for the cost of additional / replacement PKT's.

11. LESSOR'S RIGHTS

(A) RIGHT OF INSPECTION

Lessor, Lessor's duly authorized agents, contractors, and employees may enter the Premises at reasonable times during the term upon at least 24 hours advance notice to Lessee, for the purposes of inspection, maintenance work, and to show the premises to prospective Lessees, subject to Lessee's reasonable security protocols and procedures for entry to Premises except in the event of an emergency.

(B) RULES AND REGULATIONS

Lessee shall observe and comply with, and cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply with, the rules and regulations listed on Exhibit A attached hereto and with such reasonable modifications and additions thereto as Lessor may make from time to time. Lessor shall not be liable for failure of any person to obey such rules and regulations against any person, and the failure of any person to obey such rules and regulations shall not constitute a waiver thereof or relieve Lessee from compliance therewith.

No additional rule or regulation or modification to any original rule or regulation contained in Exhibit A, shall be arbitrary, but shall be reasonable in every respect. No rule shall materially interfere with Lessee's permitted use of the Premises.

(C) PARKING

Lessee shall have the right to utilize non-reserved parking spaces in the various parking areas on the property to accommodate its employees at a ratio of up to a maximum of four (4) parking spaces per 1,000 square feet leased, at no additional cost to Lessee throughout the term of this Lease and any exercised renewal option periods thereafter.

(D) MOVING IN OR OUT OF BUILDING

Lessee shall observe and comply and shall cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply with Lessor's moving rules and regulations listed in Exhibit C, attached hereto and with such reasonable modifications and additions thereto as Lessor may make from time to time.

12. RESPONSIBILITY OF LESSEE

(A) DAMAGES OR INJURY TO PROPERTY

All damages or injuries done to the Premises by Lessee and/or Lessee's customers, clerks, servants, agents, employees, visitors of Lessee, and individuals for whom Lessee is responsible, other than those caused by ordinary wear and tear, shall be repaired by Lessee under the direction of Lessor at the expense of Lessee. Lessee covenants and agrees to make such repairs upon twenty (20) days written notice given to Lessee by Lessor, and if Lessee shall neglect to make said repairs or commence to make the same promptly, or complete the same within twenty (20) days after receiving such notice, Lessor shall have the right to make such repairs at the expense and cost of Lessee, and the amount thereof may be collected as additional rent accruing for the month following the date of the said repairs, and if said expense is made at the expiration of the term, then the cost so made may be collected by the Lessor as an additional rent for the use of the Premises during the entire term.

(B) PAYMENT OF JUDGMENTS, ETC.

Lessee shall bear, pay and discharge when and as the same become due and payable all judgments and lawful claims for damages or otherwise against Lessor, arising from Lessee's use or occupancy of the Premises, and will assume the burden and expense of defending all such suits, whether brought before or after the expiration of this Lease, and will protect, indemnify and save harmless Lessor, or Lessor's agents, servants and employees by reason of or on account of the use or misuse of the Premises, or any part thereof, due to the negligence of Lessee and/or Lessee's agents, clerks, servants, employees, visitors, customers, and individuals for whom Lessee is responsible.

(C) DISCHARGE OF LIABILITY

In consideration of securing this Lease at the above-stated rent, Lessee does hereby release and discharge the Lessor, its agents, servants and/or employees, and said Lessor's successors and/or assigns, from any and all liability by reason of any injury, loss and/or damage to any person and/or property in the demised premises, whether belonging to Lessee or any other person, caused by any fire, the breaking, bursting, stoppage and/or leakage of any water pipe, gas pipe, sewer, basin, water closet and drain in any part or portion of the Premises and/or

any part or portion of the building, of which the Premises is a part, and from all liability for any and all injury, loss and/or damage caused by the water, gas, waste and contents of said water pipes, gas pipes, sewers, basins, water closets and drains, or from any kind of injury, loss and/or damage which may arise from any other cause on the premises or in the building, unless directly attributable to Lessor's negligence or willful misconduct.

(D) INSURANCE

Lessee, at its expense, shall maintain at all times during the term of this Lease the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises and all other property owned or used by Lessee and located in the Premises; (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Lessor from time to time but in any event not less than \$2,000,000.00 combined single limit for personal injury, sickness, death or for damage to or destruction of property for any one occurrence; and (c) insurance against such other risks and in such other amounts as Lessor may from time to time require. The form of all such policies and deductibles thereunder shall be subject to Lessor's approval. All such policies shall be issued by insurers acceptable to Lessor and licensed to do business in the State in which the Premises are located. In addition, the policies shall name Lessor and any other parties designated by Lessor as additional insureds, and shall be primary not contributory. At least ten (10) days prior to the Commencement Date and within ten (10) days prior to the expiration of each such policy, Lessee shall deliver to Lessor certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

Lessor shall obtain and maintain during the term of this Lease and extensions thereof reasonable and adequate property insurance covering the building in amounts and types of coverage generally maintained by landlords of similar properties located in Harrisburg metropolitan area, in the amount of the full replacement cost thereof, as the same may exist from time to time.

(E) LIENS

Lessee shall not permit any lien to be filed against the Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of Lessee. If any such lien is filed, Lessee shall within ten (10) days thereafter have such lien released of record or deliver to Lessor a bond in form, amount, and issued by a surety satisfactory to Lessor, indemnifying Lessor against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Lessee fails to have such lien so released or to deliver such bond to Lessor, Lessor, without investigating the validity of such lien, may pay or discharge the same; and Lessee shall reimburse Lessor upon demand for the amount so paid by Lessor, including Lessor's expenses and attorneys' fees.

13. RESPONSIBILITY OF LESSOR

(A) PARTIAL OR TOTAL DESTRUCTION OF PROPERTY

In the event that the Building or the Premises shall be damaged by fire or other casualty or happening, this Lease shall not terminate, but in such event Lessor shall repair, restore or rebuild the Premises, as the case may be, subject to the availability of insurance proceeds. Lessor's obligation to restore the Premises shall be limited to restoring those improvements in the Premises as of the date of such fire or other casualty which were made at Lessor's expense and shall exclude any furniture, fixtures, equipment, additions, alterations or improvements in the Premises which were made at Lessee's expense. The rent payable hereunder shall abate for that part of the Premises which is unusable on a per diem basis from the date of such fire or other casualty until Lessor has substantially completed its repair and restoration work, provided Lessee does not occupy such part of the Premises during said period. The rent payable hereunder shall entirely abate in the case where the Premises is substantially destroyed as to be rendered entirely unusable until the Premises has been restored, repaired, or rebuilt, as the case may be, and put in proper condition for use and occupancy.

Landlord's Repair Obligation. If the Property or any portion thereof is damaged by fire or other casualty, Landlord shall have the option, exercisable within sixty (60) days after the date of such damage, either to: (a) notify Lessee of Landlord's intention to repair such damage, in which event this Lease shall continue in full force and effect (unless terminated by Lessee pursuant to the Termination by Lessee Section below), or (b) notify Lessee of Landlord's election to terminate this Lease as of the date of the damage. If such notice to terminate is given by Landlord, this Lease shall terminate as of the date of such damage unless within thirty (30) days after receipt of such notice Lessee notifies Landlord in writing that Lessee elects to pay the entire cost of the repairs to the Premises, in which case Landlord's termination shall have no further force or effect so long as Lessee reimburses Landlord for the cost of such repairs within twenty (20) days after receipt of a reasonably detailed invoice setting forth all such costs.

Termination by Lessee. If Landlord elects to repair the damage and any such repair (a) is not or could not reasonably be completed by Landlord within ninety (90) days after the occurrence of minor damage or minor destruction or one hundred eighty (180) days after the occurrence of major damage or major destruction (or with respect to damage or destruction occurring within the last six (6) months of the Term, within sixty (60) days) and (b) such damage materially negatively impacts Lessee's business operations at the Premises, then in such event Lessee may, at its option, upon written notice to Landlord to be delivered within fifteen (15) days after receipt of Landlord's notice, elect to terminate this Lease as of the date of the occurrence of such damage or destruction.

(B) DAMAGE FOR INTERRUPTION OF USE

Lessor shall not be liable for any claim by reason of inconvenience or annoyance arising from the necessity of performing repairs, maintenance and/or alterations to any portion of Premises, or for the interruption in the use of the Premises resulting from same, or for the termination of this Lease by reason of the destruction of the Premises.

14. LESSEE'S DEFAULTS AND REMEDIES OF LESSOR

(A) DEFAULT

The occurrence of any of the following shall constitute a default (a "Default") by Lessee under this Lease: (i) Lessee fails to pay any Rent when due and such failure is not cured within fifteen (15) days from the date of the notice from Lessor; (ii) Lessee fails to perform any other provision of this Lease and such failure is not cured within thirty (30) days (or immediately if the failure involves a hazardous condition) after notice from Lessor; provided that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, then an Event of Default shall not be deemed to have occurred if Lessee shall commence such cure within said thirty (30) day period and thereafter diligently and continuously prosecute such cure to completion; (iii) the leasehold interest of Lessee is levied upon or attached under process of law; (iv) Lessee dissolves; (v) Lessee abandons the Premises; or (vi) any voluntary or involuntary proceedings are filed by or against Lessee or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within sixty (60) days after filing.

(B) RIGHT OF RE-ENTRY

Upon the occurrence of a Default, Lessor may elect to terminate this Lease, or, without terminating this Lease, terminate Lessee's right to possession of the Premises. Upon any such termination, Lessee shall immediately surrender and vacate the Premises and deliver possession thereof to Lessor. Lessee grants to Lessor the right to enter and repossess the Premises and to expel Lessee and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Lessor's rights to Rent or any other right given to Lessor hereunder or by operation of law.

(C) RELETTING

If Lessor terminates Lessee's right to possession of the Premises without terminating this Lease, Lessor may relet the Premises or any part thereof. In such case, Lessor shall use reasonable efforts to relet the Premises on such terms as Lessor shall reasonably deem appropriate; provided, however, Lessor may first lease Lessor's other available Premises and shall not be required to accept any Lessee offered by Lessee or to observe any instructions given by Lessee about such reletting. Lessee shall reimburse Lessor for the costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, alteration and other expenses incurred to secure a new Lessee for the Premises. In addition, if the consideration collected by Lessor upon any such reletting, after payment of the expenses of reletting the Premises which have not been reimbursed by Lessee, is insufficient to pay monthly the full amount of the Rent, Lessee shall pay to Lessor the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Lessor and shall in no event be payable to Lessee.

(D) NON-WAIVER

No waiver by Lessor of any breach by Lessee or any of Lessee's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of any rights and remedies with respect to such or any subsequent breach.

(E) RIGHTS AND REMEDIES CUMULATIVE

No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

(G) OTHER REMEDIES

Lessor may but shall not be obligated to perform any obligation of Lessee under this Lease; and, if Lessor so elects, all costs and expenses paid by Lessor in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Lessee to Lessor on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Lessor may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Lessor may elect. The exercise of any remedy by Lessor shall not be deemed an election of remedies or preclude Lessor from exercising any other remedies in the future.

(H) ATTORNEY'S FEES

Lessee shall be liable to Lessor for all costs and expenses, including reasonable attorney's fees incurred by Lessor in protecting or enforcing its rights under the Lease upon any default by Lessee with regard to any of Lessee's obligations under the Lease.

(I) SURRENDER

Upon the default of this Lease by Lessee or termination of this Lease prior to the expiration of the Term or Lessee's right to possession of the Premises, Lessee shall return the Premises to Lessor in good order and condition, ordinary wear and damage by fire or other casualty excepted. Lessor, at its option, may require Lessee to remove any alterations which were made by Lessor and/or Lessee on behalf of Lessee made after and excluding Lessee's initial improvements with the exception of any specialty equipment, fixtures and associated specialty requirements of Lessee (ie. specialty electrical, cabinetry, counter and millwork design, nonstandard HVAC components, or emergency power requirements, and the like installed by Lessee. Such removal shall be done in a good and workmanlike manner and upon such removal. Lessee shall restore the Premises to its condition prior to the installation of such alterations. If Lessee does not remove such alterations after being requested to do so by Lessor, Lessor may remove the same and restore the Premises and Lessee shall, upon demand, pay the cost of such removal and restoration to Lessor. Lessee shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to the termination of the Term or Lessee's right to possession of the Premises. If Lessee does not remove such items, Lessee shall be conclusively presumed to have conveyed the same to Lessor without further payment or credit by Lessor to Lessee; or at Lessor's sole option such items shall

be deemed abandoned, in which event Lessor may cause such items to be removed and dispensed of at Lessee's expense, without notice to Lessee and without obligation to compensate Lessee.

(J) BANKRUPTCY

If Lessee becomes bankrupt, the bankruptcy trustee shall not have the right to assume and assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy Code; and Lessor expressly reserves all of its rights, claims and remedies thereunder.

15. ACCEPTANCE OF NOTICE TO QUIT; DISPOSSESSION; WAIVER OF DEMAND
Intentionally omitted.

16. CONFESSION OF JUDGMENT
Intentionally omitted.

17. EJECTMENT
Intentionally omitted.

18. CONSENT TO JURISDICTION
Lessee hereby consents to the jurisdiction and venue of the Courts of Common Pleas of Dauphin County, Pennsylvania and/or the United States District Court for the Middle District of Pennsylvania in any and all actions or proceedings arising from this Lease and irrevocably agrees to service of process by personal service upon Lessee, wherever Lessee may be located or by certified or registered mail, return receipt requested, directed to Lessee at its last known address.

19. REMEDIES CUMULATIVE
All remedies of Lessor herein shall be cumulative and concurrent.

20. POSSESSION DEFINED
Possession of the Premises includes the exclusive use of the same, together with the use in common with any other occupants of the Building, of all common areas (lobby area, hallways, stairwells, restrooms, mailroom and parking areas).

21. CONDEMNATION
In the event that the Premises or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall be modified, as to the part so taken, as of the date title shall vest in the Condemnor, and rent shall abate in proportion to the square feet of Premises taken or condemned, or shall be terminated if the entire Premises be so taken. Lessee waives all claims against Lessor by reason of the complete or partial taking of the Premises.

22. SUBORDINATION
This Lease is and shall be expressly subject and subordinate at all times to (a) any present or future ground, underlying or operating lease of the Building or the Property, and all amendments, renewals and modifications to any such lease, and (b) the lien of any present or future mortgage or deed of trust encumbering fee title to the Building, the Property and/or the leasehold estate under any such lease. If any such mortgage or deed

of trust be foreclosed, or if any such lease be terminated, upon request of the mortgagee, beneficiary or lessor, as the case may be, Lessee will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment provided, however, that Lessee agrees upon request by any such mortgagee, beneficiary, lessor or purchaser at foreclosure, as the case may be, to execute such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment on the form customarily used by such party. Notwithstanding the foregoing to the contrary, any such mortgagee, beneficiary or lessor may elect to give the rights and interests of Lessee under this Lease (excluding rights in and to insurance proceeds and condemnation awards) priority over the lien of its mortgage or deed of trust or the estate of its lease, as the case may be. In the event of such election and upon the mortgagee, beneficiary or lessor notifying Lessee of such election, the rights and interests of Lessee shall be deemed superior to and to have priority over the lien of said mortgage or deed of trust or the estate of such lease, as the case may be, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or lease. In such event, within ten (10) business days after Lessor's written request, Lessee shall execute and deliver whatever instruments may be required by such mortgagee, beneficiary or lessor to confirm lien superiority on the form customarily used by such party. Notwithstanding the foregoing, Landlord shall obtain the written agreement of the mortgagee or trustee named in any mortgage, deed of trust or other encumbrance, and any landlord under any ground lease or underlying lease that so long as an Event of Default by Lessee is not in existence, neither this Lease nor any of Lessee's rights hereunder shall be terminated or modified, nor shall Lessee's possession of the Premises be disturbed or interfered with, by any trustee's sale or by an action or proceeding to foreclose said mortgage, deed of trust or other encumbrance.

23. LESSEE'S CERTIFICATE

At any time within ten (10) days after Lessor's written request, Lessee shall execute, acknowledge and deliver to Lessor a written instrument certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that it is in full force as modified and stating the modifications); stating that the improvements required by the Lease have been completed; certifying that Lessee has accepted possession of the Premises; stating the date on which the lease term commenced, the dates to which base rent, and other charges have been, and to what extent, paid in advance, if any; stating that to the best of Lessee's knowledge, Lessor is not in default of this Lease (or if there are defaults alleged by Lessee, setting forth in detail the nature of such alleged defaults); stating any other fact or certifying any other condition reasonably requested by Lessor or required by any mortgagee or prospective mortgagee or purchaser of the Property or any interest therein; and stating that it is understood that such instrument may be relied upon by any mortgagee or prospective mortgagee or purchaser of the Property or any interest therein or by any assignee of Lessor's interest in this Lease or by any assignee by mortgagee, prospective mortgagee, purchaser or other party specified by Lessor.

24. ASSIGNMENT BY LESSOR

Lessor may assign its interest in this Lease, or any part thereof, and such assignee shall thereupon be deemed Lessor hereunder.

25. QUIET ENJOYMENT

Lessee, upon paying the said rent and performing the covenants of this Lease on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid and any herein duly authorized additional term, subject however, to the exceptions, reservations and conditions of this Lease. Lessor hereby reserves the right to prescribe, at its sole discretion, reasonable rules and regulations governing the use and enjoyment of the Premises and the remainder of the Property. Lessee shall adhere to the rules and regulations and shall cause its agents, employees, invitees, visitors and guests to do so.

26. SECURITY DEPOSIT

Intentionally omitted.

27. SUBSTITUTION OF OTHER PREMISES

Intentionally omitted.

28. HOLDING OVER AS RENEWAL

If Lessee retains possession of the Premises after the expiration or termination of the Lease Term or termination of Lessee's right to possession of the Premises, without the written consent of Lessor, Lessee shall pay rent during such holding over at 150% of the rate in effect immediately preceding such holding over computed on a monthly basis for each month or partial month that Lessee remains in possession of the Premises (the "Holdover Rent"). Any such Holdover Rent shall be computed on a full month basis and shall not in any event be prorated on a daily basis for each month or partial month that Lessee remains in possession of the Premises.

Lessee shall pay, indemnify and defend Lessor from and against all claims and damages sustained by Lessor by reason of Lessee's holding over, including reasonable attorney's fees.

The provisions of this Paragraph do not waive Lessor's right of re-entry or right to regain possession by actions at law or in equity, or any other rights hereunder, and any receipt of payment by Lessor shall not be deemed a consent by Lessor to Lessee's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Lessor and Lessee.

29. INTENTIONALLY OMITTED

Intentionally omitted.

30. RIGHT TO TERMINATE

Provided Lessee is not in default beyond any applicable cure period hereunder, Lessee shall have the right to terminate this Lease on September 30, 2020 (the "Termination Date") by providing one-hundred, eighty (180) days prior written notice to Lessor. Lessee shall pay a termination fee, on or before the Termination Date, equal to the remaining unamortized amounts for leasing incentives (free rent), Tenant Improvements, and Brokerage fees (calculated utilizing an annual capital cost of 6.0%) and a Termination Fee equal to three (3) months of rent applicable to the space as of the effective date of termination.

31. NOTICES

All notices and demands to be given one party to the other party under this Lease shall be given in writing, mailed or delivered to Lessee or Lessor, as the case may be, at the address set forth above or at such address as either party may hereafter designate. Notices shall be delivered by hand, or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier.

32. BROKER

Lessee represents to Lessor that Lessee has dealt only with CBRE (the "Broker") in connection with this Lease and that no other broker procured this Lease or is entitled to any commission in connection herewith. Lessee agrees to indemnify, defend and hold harmless Lessor, its property manager and its respective employees from and against any claims for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Lessee in connection with this Lease. Lessor agrees to pay Broker a commission in accordance with a separate agreement between Lessor and Broker.

33. WAIVER OF JURY TRIAL

Lessor and Lessee hereby waive trial by jury in any action or proceeding or counterclaim brought by either party hereto against the other party on any and every matter, directly or indirectly, arising out of or with respect to the Lease, including without limitation, the relationship of Lessor and Lessee, the use and occupancy by Lessee of the Premises and any statutory remedy and/or claim of injury or damage regarding the Lease.

34. LEASE CONTAINS ALL AGREEMENTS

It is expressly understood by the parties that the whole agreement between them is embodied in this Lease (executed in duplicate), and that no part or items are omitted, unless the same be hereinafter modified by written agreement(s).

35. HEIRS, ETC.

This Lease shall be binding upon the parties hereto and their respective successors and/or assigns.

36. EXECUTION AND DELIVERY

Submission of this Lease for examination or signature by Lessee is neither an offer, an option for lease, a reservation of space nor a contract. No party shall have any legal rights or obligations on account of this Lease, and no party shall rely upon this Lease unless and until full execution of this Lease. Lessor shall not be obligated to execute this Lease or liable for its failure or refusal for any reason or no reason to do so, even after extended negotiations and/or agreement in principle and/or execution or acceptance of proposals, terms sheets or letters of intent.

37. HEADINGS NOT PART OF LEASE

Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

38. LEGAL FEES

In the event that either party incurs legal fees and costs in any action or proceedings to enforce or interpret this Lease, the prevailing party to such action or proceedings shall be entitled to a judgment for its attorneys' fees and costs incurred.

39. CONFIDENTIALITY

- (A) Definition. "Confidential Information" means all Lessee information that Lessee ("Discloser") may disclose or expose to Lessor ("Recipient"). Confidential Information may not be marked as such at the time of disclosure and will still be considered Discloser's Confidential Information so long as Discloser identified or designated the information as confidential at the time of disclosure (or like designation), or disclosed the information in circumstances of confidence, or the information would be reasonably understood by the parties exercising reasonable business judgment to be confidential. Notwithstanding the foregoing, any information disclosed by Theranos orally, electronically, visually, or in tangible form, or observed by Recipient, relating to Theranos' solutions, including all technologies and methodologies associated therewith, is Theranos' Confidential Information. Confidential Information does not include information which: (a) is or becomes generally known through no fault of Recipient; (b) is known to Recipient at the time of disclosure, as evidenced by its records; (c) is hereafter furnished to Recipient by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by Recipient without any breach of this Agreement.
- (B) Protection and Use. Recipient will use a reasonable degree of care to maintain all of Discloser's Confidential Information in trust and confidence and will neither disclose to any third party nor use any of Discloser's Confidential Information, whether associated with Discloser's name or not, without Discloser's express prior written consent. Recipient may only disclose Discloser's Confidential Information, or any part thereof, to those of Recipient's employees or representatives who need to know it and have agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. In the event Recipient receives a court order, or is otherwise required by law, to disclose any Confidential Information, Recipient will (a) notify Discloser immediately upon receipt of such court order or other request for disclosure, such that Discloser has time to object and/or move for a protective order or confidential treatment and (b) to the extent the information to be disclosed in response to a court order must be filed in court, file any information disclosed in response to such order under seal and/or request that the court seal such Confidential Information; or (c) to the extent the information is requested pursuant to state or federal public records laws or regulations, seek the maximum confidentiality protection available pursuant to such laws or regulations. Except as may ultimately be required by such court order or law, Recipient's obligations with regard to such Confidential Information, as set forth above, will remain in full force and effect. Recipient acknowledges and agrees that Discloser's Confidential Information may not be used for any purpose or in any manner that would constitute a violation of any laws or regulations, including, without limitation, the export control laws of the United States and, if the Confidential Information constitutes material non-public information, the Securities Exchange Act of 1934, as amended. Recipient shall not reverse engineer, disassemble or decompile any prototype, device, software or other tangible object which embodies Discloser's Confidential Information and which is provided to Recipient hereunder. No rights or licenses to intellectual property in

Confidential Information are granted by either party to the other under this Agreement, whether express, implied or otherwise. All Confidential Information will remain the property of Discloser (and its licensors, if any). All Confidential Information disclosed under this Agreement is provided on an "AS IS" basis, without any warranty, assurance or guarantee of any kind. All Confidential Information (including all copies and derivatives thereof) will be returned to Discloser, or destroyed/erased, promptly at any time upon the request of Discloser, and in any event, upon termination of this Agreement. Upon Discloser's request, Recipient shall certify compliance with this Section in a signed writing. Notwithstanding any expiration or termination, the obligations imposed on Recipient to protect the Confidential Information that Discloser disclosed under this Agreement shall survive for the longer of (i) three years from the expiration or termination of this Agreement or (ii) ten years from the Commencement Date; provided, however, Recipient acknowledges that its obligations under this Agreement with regards to Trade Secrets (as defined below) shall remain in effect for so long as such information shall remain Trade Secrets. As used herein, "Trade Secrets" means information constituting a trade secret under the law governing the Agreement.

40. NO PUBLICITY, NO MARKETING

Lessor will not prepare or distribute any public filing or publicity material, including without limitation any public statement, press release, marketing, or announcement, that refers to or is about Lessee, any product or service of Lessee, or this Agreement without Lessee's prior written approval. Lessor will provide Lessee with as much prior notice as possible in the event that Lessor is required by law to do any of the foregoing.

41. RIGHT OF FIRST REFUSAL

Lessee shall have an on-going right of first refusal to lease all space contiguous to the Premises which right will be triggered by Lessor receiving a lease proposal from a bona fide third party that Lessor is willing to accept or a counterproposal from a bona fide third party that Lessor is willing to accept. Lessor shall present to Lessee in writing such proposal or counter proposal. Should Lessee not match the terms and conditions under which Lessor is prepared to enter into a new lease, Lessor shall have up to a six month period to complete a lease on the terms of such proposal, after which time, Lessee once again shall have the first right of refusal.

Notwithstanding the foregoing, if the proposal for other space has a term that is longer than the term for the Premises under this Lease and Lessee accepts the offer for the other space, then the term of this Lease shall be extended commensurately.

It is understood that the acceptance by Lessee of any such additional space shall be an acceptance of such space in its then existing condition, subject to the terms of any alterations or improvements that the Lessor agreed upon in the accepted proposal from the third party.

IN WITNESS WHEREOF, 1250 ASSOCIATES, as Lessor, has caused this instrument to be signed on the date and year first below written.

DATE: 1/20/15

WITNESS: [Signature] BY: [Signature]
Norman K. A. Hoffer, General Partner

TAX ID #: [Redacted]

IN WITNESS WHEREOF, THERANOS, INC., a Delaware corporation, as Lessee, has caused this instrument to be signed on the date and year first below written.

DATE: 1/20/15

THERANOS, INC., a Delaware corporation

By: [Signature]
Its: Sunny Balwani
President & COO

WITNESS: _____ BY: _____
Legal Approved SM

TAX ID #: [Redacted]

EXHIBIT "A"

RULES AND REGULATIONS

This Exhibit "A" is attached to and made a part of this Lease. Unless the context otherwise requires, the terms used in this Exhibit that are defined in the Lease shall have the same meaning as provided in the Lease.

The following rules and regulations have been formulated for the safety and well-being of all Lessees of the Building and to insure compliance with governmental and other requirements. Strict adherence to these rules and regulations is necessary to guarantee that each and every Lessee will enjoy a safe and undisturbed occupancy of its premises in the Building. Any violation of these rules and regulations by Lessee shall constitute a default by Lessee under the Lease.

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

1. The common areas of the property and building, including but not limited to, the sidewalks, lobby, elevators, stairwells, corridors, roof, and other parts of the Building not exclusively occupied by any Lessee, shall not be obstructed or encumbered by any Lessee or used for any purpose other than ingress and egress to and from each Lessee's premises. Lessor shall have the right to control and operate the public portions of the Building and the facilities furnished for common use of the Lessees, in such manner as Lessor deems best for the benefit of the Lessees generally. No Lessee shall permit the visit to its premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other public portions or facilities of the Building by other Lessees.
2. No awnings or other projections shall be attached to the outside walls of the Building. No drapes, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Lessor. All awnings, projections, curtains, blinds, shades, screens and other fixtures must be of a quality, type, design and color, and attached in the manner approved by Lessor.
3. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building or any of Lessee's premises, nor placed in any common area of the Property and/or the Building.
4. All restroom fixtures shall not be used for any purposes other than those for which they were constructed, and no debris, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be

borne by the Lessee who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

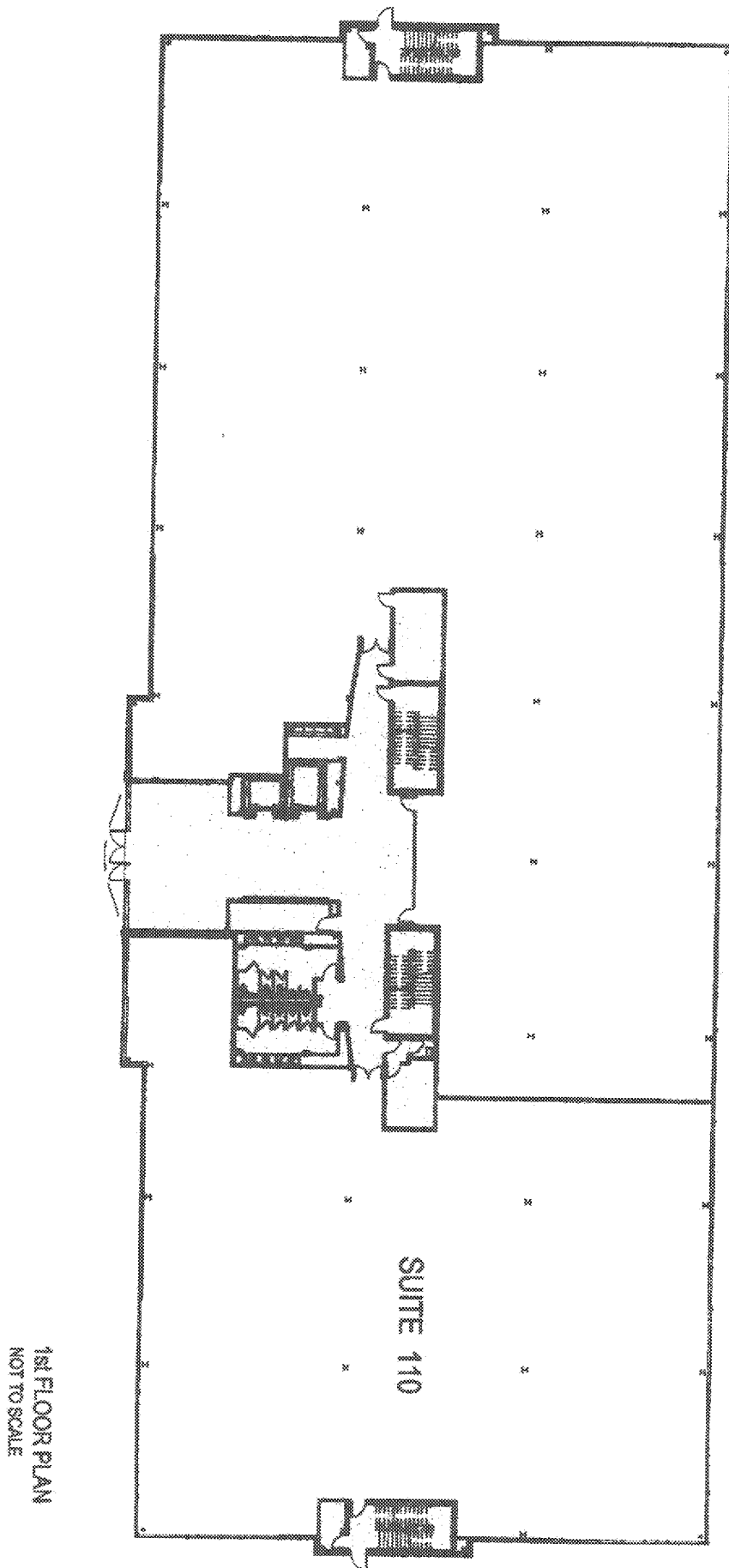
5. Lessee shall not construct, maintain, use or operate within their respective premises any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system, except as reasonably required as part of a communication system approved prior to the installation thereof by Lessor. No such loud speaker or sound system shall be constructed, maintained, used or operated outside the premises of any Lessee.
6. No bicycles, vehicles, animals, birds or pets of any kind shall be brought into or kept on or about the Premises, the Building and/or Property, except that this rule shall not prohibit the parking of bicycles in areas specifically designated by Lessor.
7. No cooking or heating of food shall be done or permitted by any Lessee on its premises except for food prepared in consumer grade portable microwave ovens. Lessee shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from its premises.
8. The Premises shall not be used for the manufacture of goods for sale in the ordinary course of business, or for the sale at auction of merchandise, goods or property of any kind. The use of the Premises shall not be changed without the prior approval of Lessor.
9. Lessee shall not make any unseemly or disturbing noises or disturb or interfere with the occupants of the Building whether by the use of any musical instrument(s), radio, talking machines, whistling, singing, or in any other way. Lessee shall not throw anything out of the doors or windows of the Premises or into or down the corridors or stairs of the Building.
10. No flammable, combustible or explosive fluid, chemical or substance shall be brought into or kept upon the Premises.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Premises and/or the Building. No changes shall be made in any existing locks or the locking mechanism therein, without Lessor's approval. The doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress. Lessee shall, upon the termination of its tenancy, restore to Lessor all keys either furnished to, or otherwise procured by, Lessee, and in the event of the loss of any keys so furnished, such Lessee shall pay to Lessor the replacement cost thereof.
12. Lessor reserves the right to exclude from the Building all freight which violates any of the rules and regulations of the Lease.
13. The Premises shall not at any time be used for lodging or sleeping or for any immoral or illegal purposes.
14. Lessee shall be solely responsible for the security of the Premises.

15. Lessee shall not mark, paint, drill into or deface the Building or any part of any Lessee's premises.
16. Canvassing, soliciting and peddling in the Building and on the Property are prohibited and Lessee shall cooperate to prevent the same. Peddlers, solicitors and beggars shall be reported to Lessor.
17. Only hand trucks, delivery carts and the like that are approved by Lessor shall be used in the Building, the common areas and the Premises. Lessee shall be responsible for and compensate Lessor for any loss or damage resulting from any deliveries made by or for Lessee to and into the Building.
18. Lessee shall not place any mats, trash or other objects in the common areas of the Building.
19. The cost for maintenance of all nonstandard suite finishes in the Premises shall be the responsibility of Lessee (such as kitchen appliances, bathrooms, relamping of specialty lighting fixtures, etc.) provided however that Lessor will perform, or arrange for the performance of, any and all necessary maintenance and repair work associated thereto.
20. Lessee shall be responsible for the care and maintenance of all window treatments installed by Lessor for Lessee's use in the Premises.
21. Lessee shall not cause the need for any unusual and/or normally occurring janitorial labor or services at the Property by reason of Lessee's carelessness or indifference in the preservation of good order and cleanliness in the common areas of the Building and the overall Property. Lessee shall reimburse Lessor for all such costs incurred by Lessor resulting from Lessee's performance.
22. Lessee shall not install and/or replace any floorcovering in the Premises without the written consent of Lessor.
23. Lessee shall cooperate fully with Lessor to allow for the effective operation of the Building's heating and air-conditioning systems. Lessor shall program, adjust and maintain the thermostat settings. Lessee shall not adjust any thermostat controls.
24. Lessor shall have sole discretion as to the quantity, size, location, and design of all Building and Lessee identification signage. No signage shall be installed without the written consent of Lessor.
25. No sleeping or loitering shall be permitted in the lobby areas.
26. Lessee shall not permit its employees, sublessees, assignees, invitees, contractors, guests or agents to smoke in the Premises or in any area of the Building. Smoking shall be permitted outside the Building, only in areas specifically designated by Lessor.
27. Lessee shall not place, store or stack any items on the window sills. The window sills located throughout the Premises shall be kept clear of any and all items at all times. This specifically includes, but is not limited to, books, plants, files,

pictures and collectibles. All such items shall be promptly removed upon Lessor's request.

28. Lessee is strictly prohibited from adhering, hanging and/or attaching any items to any door located in the Premises and/or Building (this includes suite entry doors, interior private office doors and any other interior door located within the Premises). This prohibition includes, but is not limited to, holiday decorations, wreaths, name plates, directional signage, etc. Lessee shall be responsible for the full replacement cost of any door that is damaged due to Lessee's failure to abide by such prohibition.
29. Lessor may from time to time alter or amend these Rules and Regulations, and Lessee shall comply with the Amended Rules and Regulations, provided that any such amendment to these Rules and Regulations shall not materially impair Lessee's rights of use or occupancy under this Lease or conflict with the provisions of this Lease.

EXHIBIT "B"



1st FLOOR PLAN
NOT TO SCALE

SUITE 110

EXHIBIT "C"

MOVING RULES & REGULATIONS

Lessee shall be responsible for contracting with a reputable moving contractor and ensuring that the moving company strictly adheres to Lessor's rules and regulations as it relates to the moving in or out of the Building as set forth below:

The moving company shall perform all services required to move the furniture contents, office machines, records, and supplies. These services shall include pickup, delivery, and placement of the equipment in the designated location of the Building.

Each employee of the moving company must be bonded and must wear visible company identification or be uniformly attired in the same type and color uniforms plainly lettered with the moving company's name. These requirements shall be strictly adhered to in order to maintain the security of the premises and to provide easy identification by building management personnel.

Lessee is strictly prohibited from utilizing volunteers, employees and any other individuals to perform the move of their furniture, contents, office machines, records and supplies, etc.

The move must be performed by a reputable moving contractor. Lessor shall have the right to reject the use of any moving company that it deems unacceptable to perform such service in Lessor's sole discretion.

The move shall only occur on Mondays through Fridays between the hours of 8:00 a.m. and 3:30 p.m. and must be arranged with Lessor prior to the day of the move.

A. Inspection of Premises

The moving contractor shall be responsible for inspecting of the Building and the Premises prior to the move. The moving contractor shall be familiar with all existing physical conditions of the Building / Premises in order to furnish such equipment and labor necessary to provide for the orderly, timely, and efficient moving of assets. The contractor shall be familiar with all available information regarding all of Lessor conditions, including safety precautions, under which the work must be accomplished.

B. Supervision, Labor, Materials and Equipment

The moving contractor shall furnish all supervision, labor, materials, supplies, and equipment necessary to perform all the service contemplated in an orderly, timely, and efficient manner. Such equipment shall include, among other things, dollies, trucks, etc. as may be required. All materials and handling vehicles/equipment used in the interior of the building must have rubber-tired wheels and bumpers and must be free from grease, dirt or other foreign substances, to the satisfaction of Lessor.

C. Floor and Wall Covering

The moving contractor shall at all times protect and preserve all building and suite surfaces and finishes as well as all building equipment, in a manner acceptable to Lessor. All reasonable requests to enclose or specially protect such property shall be complied with.

Where directed by Lessor, Masonite, provided by the mover, must be laid over all building floorcoverings accessed during the move (this includes walkways and the entrance area leading into the Building, the common area from the point of entry into the building through to the point of entry into the Premises and all walkways within the Premises).

Where directed by Lessor, Masonite, or other form of protective material must also be erected to protect corridor walls prior to moving any items into the Building / Premises and must be promptly removed upon completion of the move.

In the event the moving contractor has not protected the floorcovering, the contractor will be required to hand-carry all items being brought into the building.

D. Elevators

The move shall only occur on Mondays through Fridays during normal business hours and must be arranged with Lessor prior to the day of the move.

The moving contractor shall take every precaution by means of crating and padding to safeguard elevator walls and finishes in a manner directed and approved by Lessor. Materials transported in elevators must not exceed weight restrictions. Elevators may not be disabled during normal business hours for the purposes of loading and unloading elevator cars, without the consent of Lessor. All padding and packing materials are to be removed by the mover at the completion of the move.

E. Clean-Up After Move

The moving contractor shall remove all Masonite, padding, and other trash after the move and ensure that no empty boxes are left behind.

Lessor will remove any leftover material and a charge will be made to Lessee for any post-move cleaning needed to be performed by Lessor. The utilization of the Building refuse container by the mover to discard of it packing materials and trash is strictly prohibited. The moving contractor shall not utilize the building refuse container unless prior arrangements have been made with Lessor. If the moving contractor desires a separate refuse container be made available for the move, arrangements for this additional container shall only be made by Lessor and the cost for this additional container shall be reimbursed to Lessor.

F. Permits, Franchises, Licenses or Other Lawful Authority

The moving contractor, at its own expense, will obtain and maintain any necessary permits, franchises, licenses, or other lawful authority required for effecting the movement, handling, and other services to be performed. Before the move is commenced, the moving contractor shall provide evidence of such authority to Lessor.

3. Certificate of Insurance

A. General

All insurance policies shall be taken out with insurers acceptable to Hoffer Properties. Contractors shall provide and deliver Certificates of Insurance to the Hoffer Properties at least ten (10) days prior to the scheduled move date. All policies shall state that at least thirty (30) days prior written notice will be delivered to Lessor by the insurer prior to termination, cancellation, or material change of such insurance.

B. Insurance Requirements

The contractor, at the contractor's sole cost and expense, shall obtain, maintain and keep in full force and affect the following types of insurance / minimum amounts of liability:

Worker's Compensation \$1,000,000.00
Employer's Liability \$1,000,000.00

This insurance shall contain a waiver of subrogation rights against Hoffer Properties and their respective partners, agents and employees, from any liability resulting from possible accidents occurring to contractors.

Comprehensive General \$2,000,000.00 - Combined
Liability Insurance Single Limit

This insurance shall cover claims for bodily injury and property damage including, but not limited to all of the following:

- a) Premise and Operations
- b) Products/Completed Operations
- c) Broad form property damage
- d) Personal injury
- e) Coverage for any special hazard or operation not normally encountered.

Automobile Liability \$1,000,000.00

This insurance shall cover claims for bodily injury and property damage arising from the ownership, maintenance, or use of any private passenger or commercial vehicle.