

CMTS # 24157

OFFICE SPACE LEASE

LANDLORD: SARBJIT HUNDAL

TENANT: CITY OF HENDERSON

SUITE #: 207

SUMMARY OF FUNDAMENTAL LEASE PROVISIONS

The undersigned agree to the following Summary of Fundamental Lease Provisions (the "**Summary**"), which contains the fundamental, governing provisions of and some of the definitions in, and is incorporated into, the attached Office Space Lease (this Summary and the Office Space Lease to be known collectively as the "**Lease**") that pertains to the Building identified in Summary Section 1. Each reference in the Lease to any term of this Summary shall have the meaning set forth in this Summary for such term. Any initial-capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Lease.

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|-----|---|---|
| 1. | 1 Building name and address: | Saint Rose Dominican Medical Plaza
98 East Lake Mead Parkway
Henderson, Nevada 89015 |
| 2. | Hospital: | Dignity Health - St. Rose Dominican,
Rose de Lima Campus |
| 3. | Reference Date of this Lease: | _____, 2020 |
| 4. | Tenant: | CITY OF HENDERSON, A MUNICIPAL
CORPORATION AND SUBDIVISION OF THE STATE
OF NEVADA |
| 5. | Tenant's Premises address: | 98 East Lake Mead Parkway,
Suite #207
Henderson, Nevada 89015 |
| 6. | Tenant's notice address (if different from Tenant's Premises address): | City of Henderson
240 Water Street
P.O. Box 95050, MSC 131
Henderson, NV 89009-5050
Attn: Property Management |
| 7. | Landlord: | SARBJIT HUNDAL |
| 8. | Landlord's notice address: | 6018 South Durango Drive, Suite #110
Las Vegas, Nevada 89113 |
| 9. | Usable Area (Approximate): | 2,061 USF
("USF" — Usable Square Feet) |
| 10. | Usable Area (Actual):
<i>Landlord to compute and insert when Working Drawings are completed.</i> | 2,061 USF |
| 11. | Rentable/Usable Ratio: | 1.12 : 1.00 = 112% |
| 12. | Rentable Area (Approximate) – the product of the Rentable/Usable Ratio times the Usable Area (Approximate) in Summary Section 9: | 2,308 RSF
("RSF" — Rentable Square Feet) |
| 13. | Rentable Area (Actual) – the product of the Rentable/Usable Ratio times the Usable Area (Actual) in Summary Section 10: | 2,308 RSF |
| 14. | Projected Commencement Date: | December 1, 2020 or later, not prior to Tenant's physical and legal possession of |

the Premises.

15. **Commencement Date:**
Landlord to insert when it determines the Commencement Date.

_____, 20____

The Commencement Date shall be the Projected Commencement Date unless the Projected Commencement Date is adjusted as provided in Section 1.3.2below.

16. **Term:**

Five (5) years ("**Initial Term**"), as may be extended by with Five (5) **3-year** Renewal Options under the same terms and conditions outlined in this Lease except that rent for the renewal terms shall be at rates consistent with market rate rents for similarly situated properties of similar size. Tenant must give notice of its intent to exercise its Renewal Option (or not) one hundred eighty (180) days prior to the expiration of the expiration of the initial or any renewal Term.

17. **Projected Expiration Date:**

_____, 2025

18. **Expiration Date:**
Landlord to insert when it determines the Commencement Date.

_____, 20____

19. **Base Rental Rate** (per RSF per month):

Months 1 – 12: \$0.99 / RSF / Mo
Months 13 – 24: \$1.02 / RSF / Mo
Months 25 – 36: \$1.05 / RSF / Mo
Months 37 – 48: \$1.08 / RSF / Mo
Months 49 – 60: \$1.11 / RSF / Mo

20. **Base Rent** (per month):

\$/ Mo
Months 1 – 12 \$2,284.92 / Mo
Months 13 – 24: \$2,353.47 / Mo
Months 25 – 36: \$2,424.07 / Mo
Months 37 – 48: \$2,496.79 / Mo
Months 49 – 60: \$2,571.70 / Mo

21. **Base Rent:**
Landlord to compute and insert when Working Drawings are completed.

\$ _____ / Mo
\$ _____ / Year

No later than the date on which Landlord delivers the Premises to Tenant, Tenant shall pay Landlord Rent through the first full calendar month after the Commencement Date.

22. Initial **Estimated** Operating Expenses (per RSF per month and year):

\$0.55 / RSF / Mo
\$6.60 / RSF / Yr

Additional Rent shall be \$0.55/RSF/month for the first full year. After the first year, Additional

Rent shall be paid based on the actual Operating Expense amounts prorated by the total square footage of the Premises compared to the total square footage of the Building.

- 23. Suite Design Completion Date:** Done previously. Suites are "2nd generation."
- This is the date Tenant shall approve in writing the Final Suite Design. Tenant's delay, failure or refusal to approve the Final Suite Design by this date could cause delay in Tenant's occupancy of the Premises and could require an adjustment in the Projected Commencement Date as provided in Section 1.3.2 of this Lease.
- 24. Tenant Improvement Allowance ("TI Allowance"):** See Exhibit E of This Lease and Section 24 of Summary of Fundamental Lease Provisions therein the Office Space Lease for Suite 206 in the Building between Tenant and Landlord.
- 25. Security Deposit:** None
- 26. Permitted Use:** Mental Health and all related services
- 27. Annual Base Rent Increase (per year):** As set forth in Sections 19 and 20
- 28. Adjustment Date:** Each annual anniversary of the Commencement Date. See Section 19 & 20 herein of this Summary of Fundamental Lease Provisions.
- 29. Broker(s):** David Houle of SVN | The Equity Group representing Dr. Sarbjit Hundal, M.D. as Landlord.
- 30. Acceptance of Premises:** Except for any punchlist items accepted in writing by Landlord with respect to any TIs performed by Landlord to the Premises at or before the Commencement Date, and subject to all of Landlord's representations and warranties contained in this Lease, by taking possession of the Premises, Tenant shall be deemed to have conclusively accepted the Premises on an *as-is* basis in their condition at the time of taking possession. Tenant acknowledges that, by taking possession, it has: (a) inspected the Premises and accepts the condition of the Premises and all systems, security, environmental aspects, seismic requirements, and compliance with Applicable Law, and the present and future suitability of the Premises for Tenant and its intended use; (b) made such investigation as it deems necessary for such matters, is satisfied regarding them, and assumes all responsibility as they relate to Tenant's occupancy and this Lease.

~~As of the Reference Date, neither the Premises nor the Building has undergone inspection by a "Certified Access Specialist" (aka "CAsp") in connection with California Civil Code § 1938 or any similar Applicable Law. Since compliance with the Americans with Disabilities Act (ADA) is dependent on Tenant's specific use of the Premises, Landlord makes no warranty or representation as to~~

~~whether the Premises comply with ADA or any similar legislation. Tenant, at its expense, shall make any necessary modifications and/or additions to the Premises if Tenant's use requires such modifications or additions for the Premises to be ADA-compliant.~~

31. Subsequent Phases or Projects:

Tenant acknowledges that there may be further development or construction at or near the Building, including re-structured parking area(s) or structure(s), additional office building(s), and/or other improvements, whether performed by Landlord, Landlord's Affiliates, or others. Such development and construction will not constitute a default by Landlord under this Lease or work any abatement of Rent provided, however, that Tenant is able to use the Premises as contemplated herein. Landlord will endeavor to reasonably minimize any disruption to Tenant resulting from Landlord's acts in connection with such development or construction.

32. Building Signage:

Tenant shall be granted the right to place Signage on the exterior of the Building subject to the approval of Landlord, Ground Lessor and appropriate jurisdiction(s). Such Building Signage shall be subject to Tenant's occupancy exceeding 7.5% of the Building. In the event that Tenant falls beneath this threshold of occupancy at any time throughout the Lease Term, Landlord may require Tenant to remove the Building Signage.

Tenant shall assume all liability, financial and otherwise, for this signage and shall be required to restore the Building façade to a condition comparable with the remainder of the unaffected Building Exterior and to the commercially reasonable satisfaction of Landlord.

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↓ Signatures on next page ...

Landlord and Tenant agree to the terms of this Summary. If there is any conflict between any provision of this Summary and any specific clause of the Lease, the specific clause of this Summary shall prevail.


IN WITNESS WHEREOF, this Summary of Fundamental Lease Provisions has been duly executed by the parties as of the date noted below.

DATE OF CITY COUNCIL ACTION: December 15th, 2020

**TENANT:
CITY OF HENDERSON**

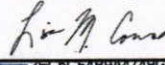
DocuSigned by:
By: 
Richard A. Derrick
City Manager/CEO

APPROVED AS TO FORM:


DocuSigned by:
By: 
Nicholas G. Vaskov
City Attorney

DS
SLG
CAO



ATTEST:

DocuSigned by:
By: 
Lisa Corrado, AICP
Interim City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:
By: 
Jim McIntosh
Chief Financial Officer

"Landlord"

By: 
By: 
1/27/2021 9:31:47 AM PST

OFFICE SPACE LEASE

THIS OFFICE SPACE LEASE ("**Lease**"), which includes the preceding Summary of Fundamental Lease Provisions (the "**Summary**") attached hereto is made as of the Reference Date shown in Summary Section 3, by "**Landlord**" identified in Summary Section 7 and "**Tenant**" identified in Summary Section 4. By signing this Lease, effective only when Landlord has signed it, Landlord and Tenant agree as set forth in this Lease.

Article 1 BASIC LEASE TERMS

1.1. Definitions. In this Lease, the terms listed in the Summary and/or in this Lease (including **Exhibit A**) shall have the meanings set forth therein.

1.2. Demise. Subject to the provisions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Usable Area of the Premises as identified on the floor plan attached hereto as **Exhibit B** in the Building identified in Summary Section 1. The Building is located on, Hospital's campus ("**Campus**") as illustrated on the site plan attached hereto as **Exhibit C** on specific real property (the "**Land**") located at 98 East Lake Mead Parkway, Henderson, Nevada. Tenant shall pay rent as provided herein, based on Tenant's Rentable Area of the Premises.

1.3. Term. Subject to all Lease terms and conditions, the Term shall begin on the Commencement Date, subject to provisions below for Commencement Date adjustment, and shall continue in force for the Term shown in Summary Section 16.

1.3.1. Commencement. The Term shall commence on the date Landlord has tendered possession of the Premises to Tenant with all TIs required to be done by Landlord as shall be provided in the TI Pricing Schedule, **Exhibit E**, Substantially Completed except for items of work and adjustment of equipment and fixtures which can be completed after occupancy has been taken without causing substantial interference with Tenant's use of the Premises. Tenant shall accept the Premises on notice from Landlord that the Premises have been Substantially Completed. In no event shall Landlord have any liability for delay or inability to deliver the Premises to Tenant, except as set forth in Section cbelow. Landlord shall notify Tenant of the Commencement Date and insert the exact date thereof in Summary Section 15 when Landlord tenders possession of the Premises to Tenant. In no event shall the Commencement Date be delayed by Tenant's inability to use the Premises on tender by Landlord for any reason, including Tenant's inability to obtain and install furniture, furnishings, or equipment.

1.3.2. Commencement Date Adjustment. If, for any reason, the Premises should not be ready for Tenant's occupancy by the Projected Commencement Date, Landlord shall adjust the Commencement Date as follows:

a. If Tenant has given written approval of the Final Suite Design on or before the Suite Design Completion Date, then the Commencement Date shall be revised to be the date of Substantial Completion of the Premises as evidenced by a Certificate of Occupancy; or,

b. If Tenant, or any Tenant Party, prevents or delays Landlord's completion of the TIs including Tenant's delay, failure or refusal to: (1) approve the Final Suite Design drawings provided to Tenant by Landlord on or before the Suite Design Completion Date (see Summary Section 23); (2) approve the Working Drawings within five (5) days of their submission by Landlord for Tenant's approval; or (3) pay all sums due within five (5) days of notice by Landlord for costs of TIs in excess of the TI Allowance as stipulated in Section 5.2.2below; Landlord, in its sole discretion, shall determine and adjust the Commencement Date to the date on which Substantial Completion would have occurred had such delays of Tenant not occurred (as determined by Landlord in its discretion), insert the Commencement Date in Summary Section 15 and notify Tenant of such change. The Commencement Date shall then be the date when Landlord tenders possession of the Premises to Tenant.

c. The parties acknowledge that, until Substantial Completion, there cannot be reasonable certainty in determining or estimating the Projected Commencement Date. Tenant waives any claim against Landlord and any contractor of Landlord (and employees or agents of either) for damage, which may arise from any such postponement. This waiver, however, shall not extend to delays caused by gross neglect or willful misconduct on the Landlord's part.

d. If Landlord, due to its gross neglect or willful misconduct, is unable to deliver to Tenant possession of the Premises within twelve (12) months after the Projected Commencement Date, Tenant may, as its sole remedy, cancel this Lease by written notice of termination on such ground provided Landlord receives such notice within ten (10) days after the expiration of such 12-months. Except for the return of any Security Deposit, neither party shall have any liability to the other by reason of such termination. Notwithstanding any contrary provision of this Lease, if the Building is not built or completed for any other reason, Landlord shall have the right to terminate this Lease, and Landlord shall have no liability to Tenant with respect to such termination or to this Lease or otherwise other than the return of any prepaid Rent or Security Deposit.

Article 2 RENT

2.1. Rent. This Lease is a net lease; Tenant shall pay Tenant's Share. Tenant shall pay to Landlord throughout the Term as rental for the Premises the following sums:

2.1.1. Base Rent. Tenant shall pay the Base Rent in monthly installments on the first day of each calendar month in advance, except that if the Commencement Date occurs other than on the first day of a calendar month, the Base Rent for the fraction of the month in which the Commencement Date falls shall be paid on the Commencement Date prorated on the basis of the actual number of days in that month. On Tenant's execution of this Lease, Tenant shall pay Landlord the Base Rent through the first full calendar month after the Commencement Date.

2.1.2. Additional Rent. In addition to paying the Base Rent specified in Section 2.1.1 above, Tenant shall pay as additional rent, Tenant's Share of all Operating Expenses and Property Taxes paid or incurred by Landlord in such year and any other sums due to Landlord from Tenant under this Lease, all of which shall be collectively referred to as "**Additional Rent.**" The Base Rent and the Additional Rent are collectively referred to as "**Rent.**"

2.1.3. Payment. All Base Rent, Additional Rent, and other Rent shall be paid to Landlord in lawful USA currency by Check or ACH (Automated Clearing House) only without notice or demand, except as otherwise expressly provided in this Lease, and without any deduction, abatement, counterclaim, or setoff whatsoever. Tenant's obligation to pay Rent is independent of each and every Landlord covenant in this Lease. All Rent shall be payable to Landlord at such place(s) as Landlord may designate in writing from time to time. All past due installments of Rent shall bear interest at the lesser of ten percent (10%) per year or the maximum lawful annual interest rate.

2.2. Rent Redetermination. Base Rent shall be increased on the initial Adjustment Date and annually thereafter as specified in Summary Section 27 above.

2.3. Tenant's Share. Payment of Additional Rent shall be made in accordance with the following:

2.3.1. Estimate. Before the Commencement Date and during December of each subsequent calendar year, or as soon thereafter as practical, Landlord shall give Tenant notice of its estimate of any amounts payable under Section 2.1.2 above for the ensuing calendar year. On or before the first day of each month during the ensuing calendar year, Tenant shall pay to Landlord one-twelfth (1/12th) of such estimated amounts, provided that if such notice is not given in December, Tenant shall continue to pay on the basis of the prior year's estimate until the month after the notice is given. If at any time it appears to Landlord that the amounts payable under Section 2.1.2 above for the current calendar year will vary from its estimate by more than five percent (5%), Landlord shall, by notice to Tenant, revise

its estimate for such year, and subsequent payments by Tenant for such year shall be based on such revised estimate.

2.3.2. Statement. Within ninety (90) days after the end of each calendar year or as soon after such 90-day period as practicable, Landlord shall prepare and deliver to Tenant an actualized statement of Operating Expenses and Property Taxes for such calendar year. Except as stated in Section 2.3.5 below, this statement shall be final and binding on Landlord and Tenant. Landlord shall also then deliver to Tenant a statement of the adjustments to be made under Section 2.1.2 above based on the statement. If Landlord's statement shows that Tenant owes an amount less than the estimated payments for such calendar year previously made by Tenant, Landlord shall credit such excess against future payments of Additional Rent or refund such excess to Tenant; if such statement shows that Tenant owes an amount more than the estimated payments for such calendar year previously made by Tenant, Tenant shall pay the deficiency to Landlord within ten (10) days after delivery of the statement.

2.3.3. Proration. If this Lease terminates on a day other than the last day of a calendar year, the amount of the adjustment to be made pursuant to Section 2.1.2 above that is applicable to the calendar year in which such termination shall occur shall be prorated on the basis which the number of days from the commencement of such calendar year to and including such termination date bears to 365. The termination or expiration of this Lease shall not affect the obligations of Landlord and Tenant pursuant to Section 2.1.2 above to be performed after such termination.

2.3.4. Records. At Tenant's expense and during reasonable times so as not to interfere with Landlord's operation and maintenance of the Land and the Building, Tenant (by its employees or a certified public accountant not retained on a contingency basis) shall have the right, on reasonable written notice and during Landlord's regular business hours, to examine Landlord's books and records supporting Landlord's calculation of Tenant's Share.

2.3.5. Disputes. Provided Tenant shall have previously timely paid Landlord any unpaid amount required by Landlord's statement of Tenant's Share, Tenant may contest the accuracy of this statement by requesting (no more than once per calendar year or once in any twelve (12) month period), within ten (10) days of Landlord's service on Tenant of this statement, an audit of this statement by a certified public accountant mutually acceptable to Landlord and Tenant. If Landlord does not timely receive Tenant's written demand for an audit, Tenant shall conclusively be deemed to have accepted the statement and waived any right to contest it, and Landlord's statement shall be final and conclusive. Landlord and Tenant shall select this accountant within five (5) days of Tenant's demand for audit. The accountant shall not be compensated on a contingency basis. The audit's conclusions shall be final and binding on the parties, and Tenant and its accountant shall keep the audit and all data contained therein confidential. Tenant shall pay all audit costs and fees unless it discloses that the statement exceeded Tenant's actual Share of Operating Expenses and Property Taxes by more than ten percent (10%) for the year in question, in which case Landlord alone shall bear the audit costs and fees.

2.4. Security Deposit. Tenant has deposited with Landlord the sum shown in Summary Section 25 as security for the full performance of Tenant's obligations to Landlord under this Lease.

2.4.1. If Tenant defaults with respect to any covenant contained herein, Landlord may use or retain all or part of the Security Deposit for payment of any Rent or other sum in default, any amount that Landlord may spend or become obligated to spend in exercising Landlord's rights under this Lease, or any expense, loss, or damage that Landlord may spend or become obligated to spend by reason of Tenant's default. Tenant waives the provisions of California Civil Code § 1950.7, or if the State is not California, then any similar law of the State, and all other provisions of Applicable Law now in force or that become in force after the Reference Date, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant, or to clean the Premises. Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or any Tenant Party.

2.4.2. If any part of the Security Deposit is applied or used, Tenant shall, within thirty (30) days after written demand, deposit an additional amount with Landlord sufficient to restore the Security Deposit to the amount set forth in Summary Section 25; Tenant's failure to do so shall constitute a breach of this Lease.

2.4.3. If Tenant is not in default at the termination of this Lease, Landlord shall return the Security Deposit to Tenant within two (2) weeks after termination (or such longer period provided by Applicable Law), less any amount required to restore the Premises to good condition and repair, including damage resulting from Tenant's removal of its trade fixtures or equipment, but excluding reasonable wear and tear and damage from casualty.

2.4.4. Landlord's obligation with respect to any Security Deposit is that of a debtor and not a trustee. Landlord may commingle this sum with rental receipts or use it otherwise, and no interest shall accrue on it.

2.4.5. In the event of the sale of the Building, Landlord or its agent shall pay Landlord's successor in interest the Security Deposit and give Tenant written notice of such transfer, including the successor's name and address. On such written notification, Tenant shall have no further claim against Landlord with respect to the Security Deposit and hereby waives all right against Landlord in that regard.

2.4.6. In the event of foreclosure by a Mortgagee, Landlord shall continue to be liable for any security deposit, and any such Mortgagee shall have no liability or responsibility therefor.

Article 3 Use

3.1. Primary Use. Only Qualified Persons or Qualified Entities, or persons otherwise approved by Ground Lessor and Landlord, may lease or sublease space in the Building. Tenant shall use the Premises solely for the Permitted Use and for no other purpose.

3.2. Compliance with Laws. Tenant shall not use, or permit any other person to use, the Premises for any purpose tending to injure the reputation thereof, or of Landlord, Ground Lessor, or Hospital, or for any illegal, improper or offensive use, or any use not in compliance with all Applicable Law now in force or that may hereafter be enacted or promulgated. At its sole cost and expense, Tenant shall promptly comply with all Applicable Law, other than the making of structural changes or changes to the Building's life safety system or repairs or upgrades to be performed by Landlord in accordance with Section 5.3 below. If any Applicable Law is now or hereafter imposed on Landlord or Tenant by a Governmental Authority charged with the establishment, regulation, and enforcement of occupational, health or safety standards for employers, employees, landlords, or tenants, Tenant shall, at its sole cost and expense, comply promptly with such Applicable Law. The judgment of any court of competent jurisdiction or Tenant's admission in any judicial action, regardless whether Landlord is a party thereto, that Tenant has violated any Applicable Law, shall be conclusive thereof between Landlord and Tenant.

3.3. Compliance with Ground Lease. Tenant acknowledges it has received and reviewed the Ground Lease (incorporated by reference) and all its exhibits and related documents. This Lease is subject and subordinate to the Ground Lease and to all its provisions, exhibits, related documents, and amendments. Tenant shall comply with all provisions in the Ground Lease. Any breach or default by Tenant of any provision of the Ground Lease shall constitute a breach and default under this Lease. Without limiting the foregoing, Tenant shall not allow all or part of the Premises to be used to perform any medical or surgical procedures, including abortion, euthanasia and in-vitro fertilization, which contravene Ground Lessor's healthcare policies as expressed in the Ethical and Religious Directives for Dignity Health Services ("**Directive**"), as it may be later amended or modified from time to time, provided that any change in the Directive after the Commencement Date will not materially impact Tenant's use rights hereunder, and Tenant shall not use or occupy or permit other persons to use or occupy, the Premises, or any part thereof, for any extra-hazardous purpose. Tenant acknowledges and agrees for the benefit of Ground Lessor and the owner or successor owner of the Hospital that (1) the harm that such entities

would suffer in the event of a breach of the foregoing use restrictions would be irreparable and would be such that they would not have an adequate remedy at law, and (2) such entities will have the right to enforce such restrictions directly against Tenant by seeking specific performance and/or injunctive relief.

3.4. Indemnity for Violation. Tenant shall indemnify, defend, hold harmless and render whole Landlord from and against all liability, expense, demand, damage, and loss resulting from Tenant's violation of the Ground Lease or this Lease, including any violation of any Applicable Law relating to the use and occupancy of the Premises and in particular arising from the use by Tenant of the Building, arising from the tenancy and also from the negligence or willful act of Tenant or any person on the Premises by license or invitation of Tenant, or occupying under Tenant. Tenant shall be fully responsible for the conduct taking place within the Premises, including any acts undertaken by any Tenant Party.

3.5. Violations of Insurance Coverage. Tenant shall comply with all requirements of Landlord's insurance underwriters and Landlord. Tenant shall not occupy or use, or permit any portion of the Premises to be occupied or used, for any business or purpose which is unlawful, disreputable or creates any dangerous condition or safety hazard including extra-hazardous (on account of any risk including fire), or otherwise permit anything to be undertaken that would in any way increase the rate of fire or liability or any other insurance coverage on the Building or its contents. Tenant shall, at Landlord's request but not less frequently than annually, provide to Landlord a copy of all policies required under this Lease.

3.6. Building Rules and Regulations. Tenant shall comply with the written Building Rules and Regulations ("**Rules**") (as may be reasonably modified periodically by Landlord) adopted for safety, care and cleanliness of the Premises and the Building, and for preservation of good order therein, including any available parking. The Rules shall be furnished by Landlord, and shall be thereafter observed by Tenant and Tenant Parties. The current Rules are attached hereto as **Exhibit F**.

3.7. Nuisance. Tenant shall conduct its business and control its Tenant Parties in a manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant or Landlord.

3.8. Common Areas and Parking Areas. Tenant shall be entitled to use, in common with the others entitled thereto, so long as Tenant is not in default under this Lease, any available parking areas on the Land and the Common Areas as designated from time to time by Landlord, subject to this Lease and the Rules. Landlord shall have the right to reasonably assign certain parking spaces to a specific tenant of the Building. Public parking will be available to Tenant, other space tenants of the Building and their visitors at rates Landlord establishes from time to time. Landlord shall not be liable to Tenant if the size or configuration of the parking areas or Common Areas is altered or diminished, and Tenant shall not be entitled to any compensation or reduction in or abatement of Base Rent or other charges due hereunder. No such alteration or diminution shall be considered to constitute a constructive or actual eviction of Tenant. No alteration or diminution of the Common Areas shall be made that materially adversely affect Tenant's ingress or egress or the location of the Premises with respect to elevators, stairways and restrooms.

3.9. Common Areas and Parking Areas. Tenant shall be entitled to use, in common with the others entitled thereto, so long as Tenant is not in default under this Lease, any available parking areas on the Campus and in the Garage as designated from time to time by Ground Lessor (and/or Landlord), subject to the Governing Documents, this Lease and the Rules. Ground Lessor (and/or Landlord) shall have the right to reasonably assign certain parking spaces to a specific tenant of the Building. Public parking will be available to Tenant, other space tenants of the Building and their visitors at rates Landlord or its Affiliate establishes periodically. Ground Lessor will have control over parking charges and rules and regulations regarding parking and access as more particularly set forth therein. Landlord shall not be liable to Tenant if the size or configuration of the parking areas or Common Areas is altered or diminished, and Tenant shall not be entitled to any compensation or reduction in or abatement of Base Rent or other charges due hereunder. No such alteration or diminution shall be considered to constitute a constructive or actual eviction of Tenant. No alteration or diminution of the Common Areas shall be made by Landlord that materially adversely affect Tenant's ingress or egress or the location of the Premises with respect to entryways, elevators, stairways and restrooms. Tenant acknowledges that transient,

physician and employee parking may be provided in the Garage and in designated areas on the Campus. Landlord shall use its commercially reasonable efforts to enforce its parking rights under the Governing Documents.

Article 4 SERVICES

4.1. Services Furnished by Landlord. All services furnished by Landlord are Building Operating Expenses. Landlord shall furnish the following to Tenant, but Landlord shall be relieved of such obligation if Tenant vacates or abandons the Premises:

4.1.1. Hot and cold water at those points of supply provided for general use of other Building tenants; central heat and air conditioning at such temperatures, and in such amounts, considered by Landlord to be reasonable for comfortable occupancy during Normal Business Hours. "**Normal Business Hours**" for the Building initially shall be 7:00 a.m. to 7:00 p.m., Mondays through Fridays, and 7:00 a.m. to 1:00 p.m. on Saturdays, all exclusive of Holidays. Landlord may adjust Normal Business Hours as necessary to meet the reasonable requirements of Building tenants in general. Service at times other than Normal Business Hours shall be furnished only as provided in Section 4.3 below.

4.1.2. Routine maintenance and electric lighting service for all public areas and special service areas of the Building in the manner and to the extent Landlord deems to be standard.

4.1.3. Non-exclusive passenger elevator service to the Premises during Normal Business Hours, with at least one elevator subject to call at all other times, as Landlord in its sole and absolute discretion determines to be necessary to meet traffic demands. Landlord, however, may suspend the use of the elevators at any time(s) to make such repairs or improvements as Landlord deems desirable, without liability to Tenant or anyone else for any interruption of elevator service, however caused.

4.1.4. Janitorial service on a five (5) day per week basis; provided, if Tenant's floor coverings or other improvements are other than Building standard, Tenant shall pay the additional cleaning cost attributable thereto as Additional Rent on presentation of a statement therefor by Landlord. Any additional or specialized janitorial services (including periodic carpet cleaning) desired by Tenant shall be contracted for by Tenant, at Landlord's option, with Landlord's janitorial agent, and the cost and payment thereof shall be Tenant's sole responsibility.

4.1.5. Building standard electric current for lighting adequate for normal professional medical office use and for heating and air conditioning, and Building standard light bulbs and tubes in Building standard fixtures when required.

4.1.6. Electrical facilities to furnish sufficient power for operation of the Premises and all electrical equipment reasonably used therein in connection with Tenant's routine use of the Premises for medical office space. Landlord reserves the right to install sub-meters in locations designated by Landlord to measure electrical consumption within the Premises. If Tenant's consumption exceeds Building standard for sufficient power (as Landlord reasonably determines), Tenant shall pay Landlord such amounts as Additional Rent on account of the excess electricity consumption within the Premises caused by any equipment requiring special cooling or extra or after-hours cooling or power. Landlord will reasonably estimate the amount of Additional Rent for the excess consumption of electricity. To the extent Tenant separately pays for electricity charges, such charges shall not be included in Operating Expenses. In the absence of sub-metering by Landlord, the cost of electricity shall be included in Operating Expenses.

4.2. Medical Waste. Tenant shall arrange and pay for all Medical Waste disposal, which shall be provided by a licensed Medical Waste hauler and shall comply with all Applicable Law (including California Health and Safety Code §§ 117600 *et seq.* if the State is California). Landlord reserves the right

to pay for standard Medical Waste disposal charges for some or all Building tenants, as Landlord determines from time to time in its discretion.

4.3. Tenant to Pay for Additional Services. Tenant shall promptly pay on demand for any services beyond the scope of those listed in Section 4.1 above, as Landlord may determine.

4.4. Tenant Restrictions. Tenant shall not:

4.4.1. Install or operate in the Premises any electrically operated equipment (other than low electrical consumption equipment normally used in modern professional medical offices), or any plumbing fixtures, without first obtaining Landlord's written consent. Landlord may condition such consent on Tenant's payment of Additional Rent as compensation for the additional consumption of water and/or electricity; or

4.4.2. Install any equipment of any kind or nature whatsoever which would or might necessitate any changes, replacements or additions to the water system, plumbing system, heating system, air conditioning system or the electrical system servicing the Premises, or any other portion of the Building, without Landlord's prior written consent. If such consent is granted, the entire cost of such replacements, changes or additions shall be paid by Tenant plus the cost to repair any damage to the Building or Premises in connection therewith.

4.5. Service Interruptions. Landlord's failure to any extent to furnish the services described, or any cessation thereof, shall not: (a) render Landlord liable for damages to either person or property, (b) be construed as an eviction of Tenant, (c) work an abatement of Rent, nor (d) relieve Tenant from fulfillment of any covenant. If any equipment or machinery breaks down, or for any cause ceases to function properly, Tenant shall have no claim for rebate of Rent or damages on account of any interruption in service occasioned thereby or resulting therefrom. Nevertheless, Landlord shall use commercially reasonable efforts to promptly repair it and to restore the service.

4.6. Keys and Locks. Landlord shall furnish Tenant with keys and locks for the corridor doors entering the Premises. All such keys shall remain Landlord's property. No additional locks shall be allowed on any door of the Premises without Landlord's permission, and Tenant shall not make, or permit to be made, any duplicate keys except those furnished by Landlord. On termination of this Lease, Tenant shall surrender to Landlord all keys to the Premises and give Landlord the combination locks for safes, safe cabinets and vault doors, if any, in the Premises. Tenant shall not place safes, safe cabinets or vaults in the Premises without Landlord's prior written consent.

4.7. Graphics. Landlord shall provide and install all letters or numerals on entrance doors to the Premises, the cost of which shall be included in the TIs. All such letters and numerals shall be in Building standard graphics, and no others shall be used. Landlord, at its cost and expense, shall provide and install all letters or numerals on Building entrance doors. Tenant shall provide and install letters and numerals on its Premises entrance doors in Building standard graphics.

Article 5

IMPROVEMENTS, REPAIRS, ALTERATIONS AND CARE OF PREMISES

5.1. Permits; Fees. Notwithstanding any contrary provision of this Lease, Tenant shall pay (or reimburse Landlord if Landlord has already paid) all costs and fees relating to any plans, construction drawings, permit fees, or other similar charges relating to any improvements to the Premises or in the Building necessitated by any improvements to the Premises. All such costs and fees shall be part of any TI Allowance provided by Landlord.

5.2. TIs. Landlord shall construct the TIs in accordance with the Working Drawings and the TI Pricing Schedule in **Exhibit E** hereto. Building standard construction specifications are defined in **Exhibit D** hereto. After Tenant's approval of the Working Drawings and Final Prices, Landlord will partition and prepare the Premises in accordance therewith, except reasonable deviations in dimensions that may occur because of field conditions or other factors. Landlord, however, shall not be required to

install any partitions or improvements that do not conform to the Building plans and specifications or which Landlord or its architect has not approved. As a condition precedent to Landlord's obligations to construct the TIs in **Exhibit E**, Tenant shall first deposit with Landlord the amount by which the cost of the TIs, as reasonably estimated by Landlord's contractor, exceeds the TI Allowance.

5.2.1. Substitutions. Landlord reserves the right to make substitutions of material of equivalent grade and quality if any specified material is not reasonably available and changes necessitated by conditions met during the course of construction and adjust pricing based on reasonable price and terms for the alternative (with reasonable profit and reasonably consistent with current costs), provided Tenant's approval of any substantial change (and any increase of cost incident thereto) is first obtained, which approval shall not be unreasonably withheld so long as there will be general conformity with this Lease. Tenant shall have five (5) days after Landlord's written notice of such change within which to approve or disapprove the change; if Tenant fails to timely approve such change, Tenant will conclusively be deemed to have approved it.

5.2.2. Excess TIs Above Allowance. Tenant shall pay to Landlord all sums due for costs of TIs in excess of the TI Allowance. Such excess shall be due after the time Tenant has signed and approved the schedule for construction of TIs defined in **Exhibit E** and before the start of construction of the TIs. Failure by Tenant to pay any sums described in this 5 in full within five (5) days after its receipt of an invoice therefor will constitute failure to pay Rent when due, giving rise to all remedies available to Landlord under this Lease and at law for nonpayment of Rent.

5.2.3. Non-Scheduled Improvements. If Landlord performs any improvements not included in the **Exhibit E**, Tenant shall pay, within ten (10) days of Landlord's written demand, an amount equal to Landlord's actual cost, including associated architectural and engineering fees, if any, plus an additional charge of fifteen percent (15%) to cover overhead. Tenant shall also pay all ad valorem taxes and increased insurance premiums payable on account of any improvements for Tenant that are in addition to those items described in **Exhibit E**.

5.2.4. Landlord's Property. All improvements to the Premises, whether made by Landlord or Tenant and whether included in the TI Allowance, shall at all times be Landlord's property. Such improvements shall not be trade fixtures and shall not be removable by Tenant, notwithstanding Tenant's obligation to pay insurance premiums, ad valorem taxes or installation costs attributable thereto.

5.2.5. Tenant Performing TIs. If Tenant performs or causes to be performed its own TIs, Tenant shall execute Landlord's TI Addendum (which, on execution, will be attached to this Lease), and Tenant shall pay Landlord a commercially reasonable supervision fee determined by Landlord, but not to exceed fifteen percent (15%) of the cost of all such improvements, payable when Tenant approves or is deemed to approve the Working Drawings. This fee shall be deemed an additional element of Rent.

5.2.6. Implied Warranties. Except to the extent Landlord is expressly obligated by this Lease to construct TIs in the Premises, the Premises are delivered to Tenant and are being leased "**AS IS**," "**WHERE IS**," and "**WITH ALL FAULTS**," and Landlord makes no representation or warranty of any kind, express or implied, with respect to the condition of the Premises (including habitability or fitness of the Premises for any particular purpose). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.

5.3. Repairs by Landlord. Unless otherwise expressly stated in this Lease, Landlord shall not be required to make any improvements or repairs of any kind or character on or to the Premises during the Term, except such repairs as Landlord deems necessary for normal maintenance operations, including structural repairs to the Building, and all repairs needed to the mechanical, electrical and plumbing systems. Tenant waives any right to make repairs at Landlord's expense or deduct the cost of any repairs from Rent. Landlord shall be entitled to a reasonable construction management fee with respect to any work undertaken by Landlord for the Premises or the TIs.

5.4. Repairs by Tenant. Tenant, at its expense, shall repair any damage or injury to the Building, or any part of it, caused by Tenant or its Tenant Parties, and restore the Building to its condition before such injury or damage. Such repairs shall comply with all building and fire codes, the original Building plans and specifications and other Applicable Law. If Tenant fails to make such repairs promptly, Landlord may, at its option, make such repairs, and Tenant shall pay Landlord, on demand, the cost thereof plus a charge of twenty-five percent (25%) to cover Landlord's overhead in making said repairs. Payment by Tenant to Landlord for applicable repairs requested or required of Landlord under this Section 5.4 above shall be made as described in Section 5.2.2 above and be subject to the remedies described therein. Landlord, in its sole discretion, may disapprove any improvements or repairs to be made by Tenant in any way affecting any structural component of the Building, and Landlord shall have the right to designate subcontractor(s) for any work that may affect Building systems or structure. If any such damage or injury to the Premises that Tenant is required to repair hereunder is insured against, Tenant shall be entitled to the net insurance proceeds payable in connection therewith.

5.5. Alterations, Additions, Improvements. Notwithstanding any contrary provision of this Lease, Tenant may not make any improvements, alterations (except for decorative work), additions, or changes to the Premises without first obtaining Landlord's prior written consent, not to be unreasonably withheld, conditioned, or delayed. Tenant shall not place signs outside or on the Premises that are visible outside the Premises without Landlord's written consent (not to be unreasonably withheld, conditioned, or delayed) and Ground Lessor's written consent, if required by the Ground Lease. All alterations, physical additions, or improvements, when made to the Premises by Tenant, shall at once become Landlord's property and shall be surrendered to Landlord on termination of this Lease for any reason; this provision shall not apply to Tenant's trade fixtures, movable equipment, or furniture.

5.6. Entry for Repairs and Inspection. On reasonable notice (except in an emergency), Tenant shall permit Landlord and Ground Lessor, and their authorized representatives, to enter any part of the Premises at reasonable hours to inspect, clean or make repairs, alterations or improvements, or to show the same to prospective purchasers or Mortgagees or, if Tenant is in default under this Lease, any prospective tenant(s). Tenant shall not be entitled to any abatement or reduction of Rent by reason thereof, nor shall this constitute an eviction of Tenant in whole or part. During the six (6) months before expiration of this Lease, Landlord may show the Premises to prospective tenants.

5.7. Care of Premises. Tenant and its Tenant Parties shall:

5.7.1. Not commit or allow any waste or damage to be committed on any portion of the Premises;

5.7.2. At this Lease's termination, by lapse of time or otherwise, remove its property, including Tenant's trade fixtures, deliver the Premises to Landlord in as good condition as at date of possession by Tenant, and as thereafter improved by Landlord or Tenant, ordinary wear and tear excepted; property not removed by Tenant at the termination of this Lease, however terminated, shall be considered abandoned, and Landlord may dispose of or store the same as it deems expedient, the cost thereof to be charged to and paid by Tenant;

5.7.3. Comply at all times with the Rules, Ground Lease and all Applicable Law and other requirements of any Governmental Authority, relating to the use and occupancy of the Premises; and

5.7.4. Keep the Premises in good order and condition; subject to the provisions of this Lease, repair all damage to and maintain the Premises, except damage from fire and extended coverage type risks and repairs to the extent these are Landlord's obligations; and replace all glass broken by Tenant and/or its Tenant Parties with glass of the same quality as that broken, except for glass broken by fire and extended coverage type risks for which insurance reimbursement is received by Landlord.

5.8. Mechanics' Liens. Tenant shall not permit any mechanic's lien to be placed on the Land, or any part of it, or Building, during the Term, resulting from any work performed, materials furnished or obligation incurred by or at Tenant's request or for its benefit. Nothing in this Lease shall be construed in

any way as constituting Landlord's consent or request, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair to the Premises, or any part of it, nor as giving Tenant any authority to contract for, or permit the rendering of, any services or the furnishing of any materials that would give rise to any mechanic's or other liens against Landlord's interest in the Premises. If any such lien is filed:

5.8.1. Tenant shall cause to be discharged of record within ten (10) days after filing, or shall post a bond or arrange conditional payment, provided any such bond or arrangement is approved by Landlord and its Mortgagee.

5.8.2. If Tenant fails to timely discharge any such lien (or make arrangement for discharge satisfactory to Landlord), then, in addition to any other remedy, Landlord, on giving Tenant written notice, may but shall not be obligated to, discharge the lien, either by paying the claimed amount, or by procuring its discharge by deposit in court or by bonding. Any amount paid by Landlord for any of these purposes, or to satisfy any other lien, not caused or claimed to be caused by Landlord, with interest thereon at the highest rate allowed by Applicable Law from the date of payment, plus Landlord's reasonable attorneys' fees, shall be paid by Tenant to Landlord on demand as Additional Rent.

Article 6

SUBORDINATION, ATTORNMEN, HOLDING OVER, ASSIGNMENT, ESTOPPEL

6.1. Subordination to Mortgage & Ground Lease; Attornment. This Lease, including the covenant of quiet enjoyment, is automatically subject and subordinate to all ground or underlying leases now or hereafter entered into and to all present Mortgages affecting the Land or Building, to all renewals and extensions thereof, to any Mortgage which may hereafter be executed affecting the Land or Building, and any existing or future covenants, conditions, restrictions, easements, rights of way or any construction, operation and reciprocal easement agreements. At Landlord's request, Tenant shall execute all instruments in writing to subordinate Tenant's rights acquired by this Lease to the lien of any such Mortgage, lease, or other instrument. Tenant shall nonetheless have the right to quiet possession of the Premises during the Term which shall not be disturbed so long as Tenant is not in default under this Lease. Tenant irrevocably appoints Landlord its attorney-in-fact (coupled with an interest) to execute, acknowledge and deliver any such instrument or instruments for Tenant as Landlord may determine necessary to carry out the intent of this 6. Notwithstanding and independent of the foregoing, Tenant shall automatically attorn to any purchaser at foreclosure sale, to any grantee or transferee designated in any deed given in lieu of foreclosure, or to any Mortgagee in possession and recognize such transferee of or successor as Landlord under this Lease, and this Lease shall thereafter continue in full force and effect. Tenant waives the provisions of any Applicable Law that may give or purport to give Tenant any right or election to terminate this Lease in the event of any foreclosure or related proceeding or sale.

6.1.1. In the event of a termination of the Ground Lease or lawful re-entry or repossession of the Premises by Ground Lessor, Tenant shall automatically attorn to Ground Lessor. Neither a Mortgagee nor Ground Lessor succeeding to Landlord's interest in this Lease shall be: (a) liable for any act or omission of any prior landlord or any default of any prior landlord, (b) subject to any rental offsets or defenses available against a prior landlord, (c) liable for any prepayment of more than one month's rent or any security deposit paid by Tenant (except to the extent of any security deposit actually received by Mortgagee or Ground Lessor), or (d) bound by any amendment of this Lease made without its written consent.

6.1.2. Landlord irrevocably authorizes and directs Tenant, on receipt of any written notice from Ground Lessor certifying that: (a) a default exists in the performance of Landlord's obligations under the Ground Lease, (b) Ground Lessor has given Landlord written notice of such default, and (c) any applicable cure period for Landlord's benefit has expired, to pay to Ground Lessor the Rent due and to become due under this Lease as such Rent shall become due and payable. Tenant shall have the right to rely on any such certification and request from Ground Lessor, and Tenant shall pay such Rent to Ground Lessor without any obligation or right to inquire as to whether such default exists and notwithstanding any

notice from or claim from Landlord to the contrary, and Landlord shall have no right or claim hereunder against Tenant for any such Rent so paid by Tenant. Such payments to Ground Lessor shall satisfy and discharge Tenant's obligation for the payment of Rent to the full extent of such payments made to Ground Lessor.

6.2. Holding Over. No provision of this Lease shall be construed as consent by Landlord to any holding over of the Premises by Tenant. Landlord reserves the right to require Tenant to surrender possession of the Premises on expiration or earlier termination of this Lease.

6.2.1. Any holding over with Landlord's written consent shall thereafter constitute this Lease as a month-to-month tenancy, under the provisions of this Lease, to the extent applicable to a month-to-month tenancy, at the rental rate set by Landlord when such consent is given.

6.2.2. If Tenant holds over after expiration or other termination of this Lease without Landlord's written consent, Tenant shall, throughout the entire holdover period, pay rent equal to 150% of the Base Rent in effect on the last day before such termination, together with the Additional Rent described herein which would have been applicable had this Lease continued through the period of such holding over by Tenant.

6.2.3. No holding over by Tenant shall be construed to extend the Term. In the event of any unauthorized holding over, Tenant shall indemnify, defend and hold Landlord harmless against all claims for damages resulting from delay by Landlord in delivering possession of all or part of the Premises to any other lessee or prospective lessee of all or part of the Premises.

6.3. Assignment; Subletting. Without prior written consent of Landlord (not to be unreasonably withheld) and any Mortgagee of the Building (if approval is required by Mortgagee under the loan documents), Tenant shall not: (a) assign, or in any way transfer this Lease or any estate or interest therein, (b) permit any assignment of this Lease or any estate or interest therein by operation of law, (c) sublease all or part of the Premises, (d) grant any license, concession or other right of occupancy to any party except Tenant and its Tenant Parties, or (e) mortgage, pledge or otherwise encumber all or part of this Lease or any interest in the Premises.

6.3.1. If Tenant requests consent to assign or sublet all or part of the Premises, it shall submit to Landlord, in writing, at least sixty (60) days before the date on which Tenant desires to make effective such assignment or sublease: (a) the name of the proposed assignee or subtenant, (b) the proposed commencement date, (c) the nature of the specialty or practice of the proposed assignee or subtenant, (d) a copy of the proposed sublease which shall contain a provision stating that if Tenant defaults under this Lease, the subtenant shall attorn to Landlord, or in the event of any proceeding to foreclose a Mortgage, shall attorn to the lender or any successor in interest of the lender designated in a written notice by lender to a subtenant, effective on the date the subtenant receives notice from Landlord or a lender that Tenant is in default under this Lease and instructing subtenant to pay rent to Landlord, lender, or lender's designee, (e) sufficient information, including references, so that Landlord can make informed decisions whether the proposed assignee or subtenant is professionally and financially qualified to become an assignee or subtenant, (f) \$500 first payment toward Landlord's reasonable attorneys' fees (including any in-house counsel) for reviewing, consenting to, rejecting, and/or consummating any proposed assignment or sublease, and (g) evidence that the use and identity of the proposed assignee or subtenant will comply with all restrictions in the Ground Lease and in this Lease relating to permitted use and professional qualifications. Landlord's consent to any such assignment or sublease may be withheld or conditioned on any reasonable basis, including any prospective violation of this Lease or the Ground Lease, or an imbalance in the types of medical and dental skills or number of medical professionals of any specialty occupying the Building, or if the prospective assignee or subtenant is an existing Building tenant or is then, or has in the past three (3) months been, in negotiations with Landlord to lease space in the Building. Landlord shall notify Tenant of its decision within a reasonable time, not to exceed thirty (30) days after Tenant's documentation supporting its request has been provided to Landlord. Tenant's sole remedy for any claim by Tenant that Landlord has unreasonably withheld its consent to a proposed assignment or sublease shall be a declaratory judgment or injunction for the relief sought; Tenant waives all other remedies including monetary damages and any right to terminate this Lease. Tenant shall

indemnify, defend and hold harmless Landlord from all claims, damages, liabilities losses, actions, suits, costs and expenses, including reasonable attorneys' fees and expenses, involving Tenant or any third party or parties (including Tenant's broker or proposed transferee) who claim they were damaged by Landlord's withholding or conditioning of Landlord's consent, unless it is determined by a court of competent jurisdiction that Landlord has withheld or conditioned its consent to Tenant's proposed Transfer in bad faith.

6.3.2. Landlord's acceptance of Rent from any assignee, sublessee or occupant shall not constitute a consent to any assignment or sublease nor shall it constitute a waiver of Landlord's right to approve or disapprove such assignment or sublease, nor a waiver with respect to any further assignment or more assignments or subleases.

6.3.3. Landlord's consent to any such assignment or subletting shall not operate as a waiver of its right to approve or disapprove any subsequent assignment or subletting. Unless expressly released in writing in connection with an assignment, Tenant, and any guarantor of Tenant's obligations under this Lease, shall remain fully liable for the payment of the Rent herein specified and for compliance with all of Tenant's other obligations under this Lease.

6.3.4. If a default, as defined in this Lease, occurs while all or part of the Premises, are assigned or sublet, Landlord, in addition to any other remedies available to it, may, at its option, collect all payments due directly from such assignee or sublessee and credit any such collections against any sums due to Landlord by Tenant hereunder. Tenant authorizes and directs any such assignee or sublessee to pay such rent directly to Landlord on receipt of such notice from Landlord. No direct collection by Landlord from any such assignee or sublessee shall be construed to constitute a novation or a release of Tenant or any guarantor from the further performance of their obligations hereunder. Landlord's receipt of payment from any such assignee or sublessee obligated to make payments of rent shall be a full and complete release, discharge and acquittance of such person, to the extent of any rent so paid to Landlord. Landlord is authorized and empowered, on Tenant's behalf, to endorse Tenant's name on any check or other instrument payable to Tenant evidencing payment of rent, or any part thereof, and to receive and apply the proceeds therefrom in accordance with the terms hereof.

6.3.5. If Tenant is an entity, any of the following shall be deemed a voluntary assignment: (a) the sale, assignment, transfer or disposition of all or substantially all of Tenant's assets; (b) the sale, assignment, transfer or disposition of 50% or more of the stock, partnership, membership or other interests (whether equity or otherwise and whether voluntary or otherwise) in Tenant (including the conveyance, sale, assignment, transfer or disposition of all or substantially all the assets, stock or partnership, membership or other interests (whether equity or otherwise) in any Person Controlling Tenant); (c) the merger, reorganization, share exchange, recapitalization, restructuring or consolidation of Tenant (including the merger, reorganization, share exchange, recapitalization, restructuring or consolidation of any Person Controlling Tenant), unless such transaction would result in (i) the voting securities of Tenant (or the Person Controlling Tenant) outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting power of the voting securities of Tenant (or the Person Controlling Tenant) or surviving entity outstanding immediately after such transaction or (ii) the management of Tenant (or the Person Controlling Tenant) or the surviving entity after such transaction being Controlled (i.e., a majority of managerial Control) by Tenant (or the Person Controlling Tenant) and/or by the directors, partners, members or similar management of Tenant (or the Person Controlling Tenant) immediately before such transaction; or (d) the acquisition (directly or indirectly) by any "Person" or "Group" (within the meaning of §§ 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) of an aggregate of 40% or more of the beneficial ownership (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1934) of the issued and outstanding voting securities of Tenant.

6.4. Estoppel Certificate. Landlord or Tenant ("**Responding Party**") shall, at any time and from time to time, on not less than ten (10) days' notice by the other ("**Asking Party**"), acknowledge and deliver to Asking Party (or any Mortgagee or Ground Lessor), an estoppel certificate in a form, including recordable form for an estoppel certificate to be executed by Tenant, required by Asking Party (or Ground Lessor, Mortgagee or prospective Mortgagee or purchaser of the Land and/or Building or any part

thereof) certifying to facts reasonably requested by Asking Party (or Ground Lessor, Mortgagee, or any prospective purchaser or Mortgagee). Any person may rely on any such certificate executed or acknowledged by Responding Party. Responding Party's failure to timely (i.e., within ten (10) days after receipt) object in writing to the accuracy of any such certificate submitted to it shall: (a) constitute an admission of the accuracy of the certificate, (b) establish conclusively against Responding Party that this Lease is in full force and effect, has not been modified except as represented by Asking Party, there are no uncured defaults in Asking Party's performance, Responding Party (in case of Tenant) has no right of offset, counterclaim or deduction against Rent, no Rent has been paid earlier than the due date(s) in question, and all other items in the certificate are true, (c) constitute an irrevocable appointment of Asking Party as Responding Party's special attorney-in-fact (coupled with an interest) to execute and deliver the certificate to any third party, and (d) at Asking Party's (in case of Landlord) election, be a default under this Lease.

6.5. Financial Statements. Tenant (and Guarantor, and sublessee, assignee, and/or transferee, if any) shall furnish Landlord, within ten (10) days after Landlord's request, a copy of Tenant's (and/or Guarantor's, if applicable) most recent: (a) financial statement, certified by Tenant (or Guarantor) as true and correct, (b) Federal and State tax returns, and (c) bank statements. Landlord may deliver a copy of such documents to any Mortgagee or prospective Mortgagee of Landlord or any prospective purchaser of the Land or Building, but otherwise Landlord shall treat such documents and the information contained therein as confidential.

Article 7

WARRANTIES OF LANDLORD AND SUCCESSORS

7.1. Quiet Enjoyment. Subject to all provisions of this Lease, and provided Tenant timely pays all Rent provided herein and performs all obligations on its part to be performed, Tenant shall have the right to hold and enjoy possession of the Premises free from unreasonable interference or annoyance by Landlord.

7.2. Transfer by Landlord. As of the Reference Date, Landlord holds and exercises the right, as against all others (except space tenants of the Building) to possession of the entire Building. In the event of voluntary or involuntary transfer of such ownership or right to a successor in interest of Landlord, Landlord shall be relieved of any obligation (accruing after the transfer) to perform hereunder, including any liability for Tenant's Security Deposit, provided such deposit is transferred to Landlord's successor. Tenant thereafter shall look solely to such successor in interest for performance of the covenants and conditions (accruing after the transfer) of Landlord's part to be performed.

7.3. Limitation of Landlord's Liability. Landlord and its successors shall be liable for breaches of this Lease occurring only during each one's respective ownership of Landlord's interest. Landlord and its successors shall in no event be personally liable to Tenant for any judgment exceeding the value of its interest in the Building and Land, plus the amount of any recoverable liability or indemnity insurance available to it with respect to such breach. Any liability of Landlord shall be the responsibility of the entity comprising Landlord, and no officer, director, shareholder, partner, member, manager or other principal or component of Landlord shall have any responsibility or liability of Landlord. Tenant irrevocably waives any "alter ego" or similar claim against such person(s).

Article 8

CASUALTY AND INSURANCE

8.1. Casualty. If fire or other casualty shall damage all or part of the Premises, or Tenant shall gain knowledge of any defect in the Building or Premises or any equipment therein, Tenant shall give immediate written notice thereof to Landlord. Tenant waives all rights under Applicable Law to the extent such rights are inconsistent with the provisions of this Section 8.1.

8.1.1. Substantial Reconstruction. If the Building shall be so damaged by fire or other casualty that substantial alteration or reconstruction of the Building shall, in Landlord's sole opinion,

be required or any Mortgagee under a Mortgage covering the Building and/or Land should require that the insurance proceeds payable as a result of said fire or other casualty be used to retire the mortgage debt, Landlord may, at its option, terminate this Lease. Landlord must notify Tenant in writing of such termination within one hundred twenty (120) days after the date Landlord learns of the necessity for repairs as a result of the casualty. In such event, all Rent of any form hereunder shall be abated as of the date of such notice and Tenant shall immediately vacate the Premises.

8.1.2. Restoration. If Landlord does not elect to terminate this Lease, Landlord shall commence and thereafter proceed with reasonable diligence to restore the Building to substantially the same condition as immediately before the happening of the casualty. Landlord shall not be required to rebuild, repair or replace any part of Tenant's furniture or furnishings or fixtures and equipment removable by Tenant under this Lease. Such work shall not (except as may be required by any later changes in applicable building codes) exceed the scope of the work done by Landlord in originally constructing the Building and installing the TIs in the Premises. In conjunction with any such restoration:

a. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business resulting in any way from such damage, or the repair thereof. However, Landlord shall allow Tenant a fair diminution of Rent during the time, and to the extent, the Premises are unfit for occupancy. If a dispute arises as to the amount of such diminished Rent due, Tenant shall pay the full amount claimed by Landlord to be due under this Lease, but Tenant reserves the right to proceed to recover the excess, if any.

b. If Landlord does not Substantially Complete the work within eighteen (18) months after Landlord learns of the necessity for repairs as a result of the casualty (extended by any Unavoidable Delay), Tenant may, at its option, terminate this Lease at any time thereafter on thirty (30) days' written notice to Landlord, provided such written notice is given before restoration is Substantially Complete.

8.1.3. Tenant's Negligence. If the Premises, or any other part of the Building, are damaged by fire or other casualty resulting from the fault or negligence of Tenant or any Tenant Party, Tenant shall be responsible for the repair and restoration of the Premises, and the Rent shall not be diminished during the repair of such damage. Tenant shall also be liable to Landlord for the cost and expense of the repair and restoration of the Building caused thereby. Tenant shall have no resulting right to terminate this Lease.

8.1.4. Insurance Benefits. Any fire or extended coverage insurance which may be carried by Landlord or Tenant against loss or damage to the Building or the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

8.2. Landlord's Insurance.

8.2.1. Casualty and Business Interruption. Landlord shall maintain fire, extended coverage and other property insurance on the Building, as Landlord may elect, and Landlord may carry other forms of insurance as Landlord may deem desirable or as required by a Mortgagee. Such insurance shall be maintained with an insurance company authorized to do business in the State, in amounts sufficient to cover the replacement cost of such property. Landlord may also maintain loss of rents insurance in such amount, and for such term, as it deems reasonable. The cost of such insurance shall be included in the computation of Operating Expenses. If the premiums on such insurance should exceed standard rates because of extra-hazardous exposure arising from Tenant's operations, contents of the Premises or improvements on the Premises beyond Building standard, such excess premium shall be paid by Tenant and excluded from the computation of Operating Expenses. Losses under all such insurance shall be payable only to Landlord.

8.2.2. Liability. Landlord shall maintain a policy or policies of comprehensive general liability insurance for the Building with limits of not less than \$1,000,000 bodily injury and property damage, with an aggregate limit of \$2,000,000. Landlord in its sole discretion may increase the limits of

such coverage at any time as it considers prudent and the premiums for such insurance shall be included in the computation of Operating Expenses.

8.3. Tenant's Insurance. Tenant shall maintain, at its expense, the following coverages in the following amounts:

8.3.1. Liability. Broad Form Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in construction and blanket contractual liability insurance) covering Tenant against claims of bodily injury, personal injury, public liability, and property damage arising out of its operations, assumed liabilities or use of the Premises, including a Broad Form Commercial General Liability endorsement covering the insuring provisions of this Lease, insuring against all liability of Tenant and Tenant Parties arising from or in connection with Tenant's use or occupancy of the Premises, and Tenant's performance of the indemnity provisions in this Lease, for limits of liability not less than:

Bodily Injury and Property Damage Liability	\$5,000,000 each occurrence \$5,000,000 annual aggregate
Completed operations and blanket contractual liability	\$5,000,000
Personal Injury Liability	\$5,000,000 each occurrence \$5,000,000 annual aggregate 0% Insured's participation
Professional Liability	\$1,000,000 per claim

8.3.2. Casualty. "All Risk" or "Special Form" property insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Tenant's property on the Premises installed by Tenant, (b) alterations, including any alterations which Landlord permits to be installed above the ceiling or below the floor of the Premises, and (c) all other improvements, alterations and additions to the Premises, including all TIs and any improvements, alterations, or additions installed at Tenant's request above the ceiling or below the floor of the Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, excluding earthquake or flood, for the full replacement cost value new without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies of insurance and shall include a vandalism and malicious mischief coverage, and sprinkler leakage coverage to the extent of at least 100% of full replacement value; provided Tenant's policies may have a deductible not to exceed Five Thousand Dollars (\$5,000).

8.3.3. Business Interruption. Business interruption insurance covering risk of loss from any of the hazards covered by the insurance to be maintained by Tenant described in Section 8.3.2 above with coverage in a face amount not less than the aggregate amount, for twelve (12) months after the insured-against peril, of one hundred percent (100%) of all Rent to be paid by Tenant under this Lease for the remainder of the Term.

8.3.4. Worker's Compensation. Worker's compensation insurance and employer's liability coverage insuring against all liability to third parties for damages resulting from bodily injury (or death resulting therefrom) or property damage, including personal injury, in the amount of not less than a combined single limit of \$1,000,000, and all disability insurance required by Applicable Law, covering all employees.

8.3.5. Professional Liability. At all times during the Term, Tenant shall procure and maintain insurance against liability imposed by Applicable Law on Tenant for damages on account of professional services rendered or which should have been rendered by Tenant or any person for which acts Tenant is legally liable on account of injury, sickness or disease, including death at any time resulting therefrom, and including damages allowed for loss of service, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.

8.3.6. Other Insurance. Such other coverage as Landlord or any Mortgagee of Landlord may require with respect to the Premises, its use and occupancy and the conduct or operation of business therein.

8.3.7. Early Access. At any time before the Commencement Date that Tenant makes any alterations to the Premises or performs any part of Tenant's work, Tenant shall, at its sole cost, maintain "Builder's Risk" insurance for the Premises, reasonably satisfactory to Landlord, and all restrictions and obligations arising under this Lease shall apply to the extent they protect or inure to the benefit of Landlord. Nothing in this Section 8.3.7 shall be construed to permit Tenant to enter the Premises or make any alterations before the Commencement Date, and no such right shall exist unless specified in this Lease.

8.3.8. Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit Tenant's liability under this Lease. Such insurance shall (a) name Landlord, Landlord's property manager, if any, and any ground lessor or lender of Landlord, as an additional insured; (b) specifically cover the liability assumed by Tenant under this Lease, including Tenant's obligations under 9below; (c) be issued by an insurance company satisfactory to Landlord and having a rating of not less than A-XII or better in Best's Insurance Reports-Property-Casualty or other lesser rating which is otherwise acceptable to Landlord and licensed to do business in the State; (d) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord is excess and is non-contributing with any insurance requirement of Tenant; (e) provide that said insurance shall not be canceled or coverage or other provisions changed unless thirty (30) days' prior written notice shall be given to Landlord and any Mortgagee or ground or underlying lessor of Landlord; (f) contain a cross-liability endorsement or severability of interest clause acceptable to Landlord; and (g) constitute an "occurrence" based coverage without provision for subsequent conversion to "claims" based coverage. Tenant shall deliver said policy(ies) or certificate(s) thereof to Landlord before occupancy of the Premises and at least thirty (30) days before the policy's expiration date. Tenant shall promptly, on request, deliver to Landlord copies of any such policy or certificate evidencing the existence and amounts of such insurance together with evidence of payment of premiums. If Tenant fails to procure such insurance, or deliver such policy or certificate, Landlord may, at its option, procure such policies for Tenant's account, and the cost thereof shall be paid to Landlord as Additional Rent within five (5) days after delivery to Tenant of bills therefor. Nothing contained in these insurance requirements is to be construed as limiting the type, quality, or quantity of insurance Tenant should maintain or the extent of Tenant's responsibility for payment of damages resulting from its operations, and nothing contained herein shall be deemed to place any responsibility on Landlord for ensuring that the required coverages are sufficient for the conduct of Tenant's business.

8.3.9. Subrogation. Landlord and Tenant shall have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance carried by Landlord and Tenant, respectively, is not invalidated thereby. Notwithstanding any contrary provision of this Lease, Landlord and Tenant waive any right either may have against the other on account of any loss or damage covered by their respective insurance policies (and to their respective property to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, public liability or other similar insurance).

8.3.10. Additional Insurance Obligations. Tenant shall carry and maintain during the entire Term, at Tenant's sole cost and expense, increased amounts of the insurance required to be carried by Tenant pursuant to this 8, or other coverage types, as Landlord may reasonably request, not to exceed amounts or types of coverage being required by landlords of comparable medical professional office buildings in the County.

Article 9 LIABILITY

9.1. Indemnification by Tenant; Waiver of Liability. Tenant shall indemnify, defend, and hold Landlord, its members, manager, partners, Building manager, Mortgagee, Ground Lessor, and its and their assigns, officers, employees, trustees, beneficiaries, members, managers, agents, lenders, attorneys and Affiliates and any parties providing contract management or security services (collectively "**Indemnified Parties**") harmless from any loss, suit, damage, liability, claim, cost, and expense (including reasonable attorneys' fees) in connection with or arising from any default of or breach by Tenant or Tenant Parties under this Lease or from loss of life, bodily or personal injury, or property damage arising from the Premises or Tenant's or Tenant Parties' use of the Building, Hospital, or Land from any cause whatsoever, except to the extent of the sole negligence or willful misconduct of such Indemnified Party. Indemnified Parties shall not be liable to Tenant or Tenant Parties for any such damage or loss except to the extent caused by Landlord's sole negligence or willful misconduct. Except to the extent caused by Landlord's sole negligence or willful misconduct, (a) Tenant assumes all risk of and waives all claims against Landlord regarding insurance, and (b) Landlord shall not be liable for, any of the matters set forth in this Section 9.1 or any of the following: injury to Tenant's business, loss of income from such business, or damage or injury to the goods, wares, merchandise, or other property or the person of Tenant or any Tenant Party, or any other persons in, on, or about the Premises, Building, Hospital, or Land, whether such damage, loss, or injury is caused by or results from criminal acts, fire, steam, electricity, gas, water, rain, the breakage, leakage, mold (including any remediation and/or reporting requirements under the Toxic Mold Protection Act of 2001, including California Health & Safety Code § 26145, if the Premises are located in California, or if not, then under any Applicable Law of the State), obstruction or other defects of pipes, sewer lines, sprinklers, wires, appliances, plumbing, air-conditioning or lighting fixtures, or any other cause, conditions arising on the Premises, or other sources or places, and regardless whether the cause of such damage, loss, or injury or the means of repairing such damage, loss, or injury is inaccessible to Tenant.

9.2. Damages from Certain Causes. Landlord and Ground Lessor shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of a Governmental Authority, acts or omissions of other Building tenants, environmental contamination, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building or Premises, or failure to make any such repairs.

Article 10 CONDEMNATION

10.1. Entire Taking. If all, or substantially all, of the Premises is taken for any public or quasi-public use under any Applicable Law, or by right of eminent domain, or is sold to the condemning authority in lieu of condemnation, this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority.

10.2. Partial Taking. If less than all, or substantially all, of the Building or the Premises is taken or sold in the same manner as set forth in Section 10.1 above, Landlord (whether the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant within sixty (60) days after the right of election accrues, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority. If, on any such taking or sale of less than all, or substantially all, of the Building or the Premises, this Lease shall not be so terminated, Base Rent shall be diminished by an amount representing that part of the Base Rent as Landlord reasonably allocates to the portion of the Premises so taken or sold.

10.3. Tenant Has No Claim. In no event of condemnation described in this 10 shall Tenant have any claim against Landlord for the value of the balance of the Term, except as to diminution of Base Rent as stated in Section 10.2 above.

Article 11
DEFAULT AND REMEDIES

11.1. Tenant's Default.

11.1.1. Events of Default. The occurrence of any of the following shall constitute a default by Tenant:

a. Abandonment of the Premises or Tenant's failure to open and actively conduct its practice or business for thirty (30) consecutive business days unless approved in writing by Landlord, not to be unreasonably withheld, conditioned, or delayed.

b. Tenant's failure to pay any Rent (which shall be payable without any setoff, abatement, deduction, or counterclaim whatsoever, except as otherwise expressly provided in this Lease), or any other sum required of Tenant under this Lease, as and when due, where such failure continues for a period of three (3) days after written notice thereof to Tenant. Nonetheless, interest and late charges shall apply to any Rent payment not received by Landlord on or before the first day of each calendar month.

c. Tenant's failure to observe or perform any covenant, condition or provision of this Lease to be observed or performed by Tenant, other than described in Sections a or babove or in Sections d, e, or fbelow, where such failure continues for ten (10) days after written notice thereof to Tenant; provided, if the breach is curable, and is such that more than ten (10) days are reasonably required for its cure, Tenant shall not be considered in default if Tenant promptly commences curing such breach and diligently prosecutes such cure to completion.

d. Making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by, or against, Tenant of a petition for reorganization or arrangement under any bankruptcy law (unless, in case of a petition filed against Tenant, the petition is dismissed within sixty (60) days); or the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

e. Tenant's failure to comply with the limitations on use of the Premises as set forth in 3above, or loss of Tenant's Hospital staff status.

f. Tenant's failure to observe or perform any covenant, condition or provision of the Ground Lease in any way applicable to Tenant.

11.1.2. Notice of Default. Notices given under this Section 11.1 shall specify the alleged breach of Lease and the applicable Lease provisions allegedly so breached. No such notice shall be considered a declaration of forfeiture or termination of this Lease unless Landlord so elects in the notice.

11.2. Landlord's Remedies. In the event of any such default by Tenant, Landlord may exercise at its sole discretion any one or more of the following remedies and any other remedies available to Landlord under Applicable Law, all of which shall be cumulative:

11.2.1. Termination. Terminate Tenant's right to possession, provided Landlord's election to terminate this Lease and recover possession has been expressly stated in a notice given pursuant to this Lease. If Landlord has exercised such election after Tenant's default, this Lease shall terminate forthwith and Tenant shall immediately surrender possession of the Premises to Landlord. Notwithstanding such surrender of possession, Landlord shall be entitled to recover from Tenant:

a. The worth at the time of award (defined below) of the unpaid Rent earned at the time of such termination;

b. The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss which Tenant proves could have been reasonably avoided;

c. The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could reasonably be avoided; and

d. Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its Lease obligations, or which, in the ordinary course of things, would likely result therefrom, including brokers' commission, cost of TIs, and attorneys' fees.

The "**worth at the time of the award**" of the amount(s) referred to in: (1) Sections a and b above shall be computed by computing interest at the maximum rate permitted by law, and (2) Section c above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1%).

11.2.2. Continue Lease and Recover Rent. Landlord shall also have the remedy described in California Civil Code § 1951.4, or if the State is not California, then any similar law of the State. This Lease shall continue in full force and effect for so long as Landlord chooses not to terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due. For purposes of this Lease, the following will not terminate Tenant's right to possession: (a) acts of maintenance or preservation or efforts to re-let the Premises; (b) Landlord's re-letting of the Premises or any part thereof as the agent and for Tenant's account on such reasonable terms and conditions as Landlord deems advisable, in which event the rents received on such re-letting and collection shall be applied first to the reasonable expenses of such re-letting and collection, including reasonable attorneys' fees and any real estate commissions paid, and thereafter to payment of all sums due or to become due to Landlord under this Lease, and if a sufficient sum shall not be thus realized by the payment of such sums and other charges, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise; and (c) the appointment of a receiver on initiative of Landlord to protect Landlord's interest under this Lease.

11.2.3. Cure Default. Cure, on Tenant's behalf, any default by Tenant, and the reasonable cost of such cure (including any attorneys' fees incurred) shall be deemed Additional Rent, payable on demand.

11.2.4. Other Rights and Remedies. Pursue all other remedies available to Landlord in law or equity without limitation. Any election by Landlord under this Section 11.2 shall be effective only at the time of such election and Landlord may change such election at will or pursue one or more remedies at any time.

11.3. Lien for Rent. In consideration of the mutual benefits under this Lease, Tenant grants Landlord a contractual landlord's lien and security interest on all Tenant's property now or later placed in or on the Premises, and such property shall be and remain subject to such Landlord's lien and security interest for payment of all Rent of any form and other sums agreed to be paid by Tenant herein. This lien and security interest shall constitute a security agreement under the Uniform Commercial Code (or if the State is California, the California Commercial Code) so that Landlord shall have, and may enforce, a security interest on all Tenant's property now or later placed in or on the Premises, including all fixtures, machinery, equipment, furnishings and other articles of personal property now or later placed in or on the Premises by Tenant. Tenant shall execute, as debtor, such financing statement(s) as Landlord may now or later reasonably request in order that such security interest(s) may be perfected under law. Landlord may, at its election, at any time file a copy of this Lease as a financing statement. Landlord, as secured party, shall be entitled to all the rights and remedies afforded a secured party under the Uniform

Commercial Code (or if the State is California, the California Commercial Code) in addition to, and cumulative of, Landlord's liens and rights provided by Applicable Law or by the other provisions of this Lease. Notwithstanding the foregoing, any property of Tenant placed on the Premises which is subject to vendor or third party encumbrances which prohibit the placement of additional encumbrances on such property shall be exempt from the requirements of this Section 11.3.

11.4. No Implied Waiver. The failure of Landlord, its Building manager or other agent or employee, to insist at any time on the strict performance of any covenant or condition, or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future.

11.4.1. The waiver of, or redress for, any violation of any provision of this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No express waiver shall affect any condition except the one specified in such a waiver, and that one only for the time, and in the manner, specifically stated in such express written waiver.

11.4.2. Receipt by Landlord, its Building manager, or other agent or employee, of any Rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord, its Building manager, or other agent or employee of either, of any provision of this Lease shall be effective unless expressed in writing and signed by Landlord.

11.4.3. No payment by Tenant, or receipt by Landlord, its Building manager or other agent or employee of either, of a lesser amount than the Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, 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. 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 provided in this Lease. No payments by Tenant to Landlord after expiration or other termination of the Term, or after giving of any notice (other than a demand for payment of money) by Landlord to Tenant, will reinstate or extend the Term or make ineffective any notice given to Tenant before such payment. After notice or commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums of Rent due under this Lease, which receipt will not void any notice or affect any pending suit or any judgment obtained.

11.5. Delinquent Rent Payments. If at any time during which any part of the Rent remains unpaid Landlord permits Tenant to pay any or all delinquent Rent in installments, Landlord may accelerate the entire balance of delinquent Rent if Tenant defaults in making any agreed payment.

Article 12

GENERAL TERMS

12.1. Interpretation. Captions in this Lease are solely for convenience and shall not be given any effect in construing this Lease or in determining the parties' duties, obligations or liabilities. Time is of the essence of each obligation of Tenant hereunder. This Lease may be executed in counterparts, each of which shall be deemed an original. An executed counterpart of this Lease transmitted by fax shall be equally as effective as a manually executed counterpart. Each party shall take all reasonable steps, and execute, acknowledge and deliver all further instruments necessary or expedient to implement this Lease. This Lease has been negotiated at arm's length between sophisticated parties knowledgeable about the matters in this Lease; therefore, no inference or presumption shall be drawn if a party or its attorney prepared and/or drafted this Lease, and it shall be conclusively presumed that the parties participated equally in its preparation and/or drafting. Any recitals above, and any exhibit or schedule referred to and/or attached hereto, are incorporated by reference into this Lease. "Person" includes any individual(s), entity(ies), or combination thereof. "Including" or "include" means including without limitation. When the context requires, any gender includes all others, the singular number includes the

plural, and vice-versa. All conditions of this Lease to be performed by Tenant shall be deemed covenants of Tenant as well as conditions.

12.2. No Reliance. Tenant is entering into this Lease based on its own investigation and not on any representation, oral or written, of Landlord or any Person for whom Landlord may be responsible, except if such representation is expressly set forth in this Lease. Tenant is not relying on any cost estimates provided by Landlord, which are estimates only of future events or trends that may or may not occur, including its agents, employees, contractors, invitees, licensees, or other Persons entering the Premises at Tenant's request, license, or invitation Tenant Party. Tenant acknowledges that, by taking possession, it has: (a) inspected the Premises and accepts the condition of the Premises and all systems, security, environmental aspects, seismic requirements, and compliance with Applicable Law, and the present and future suitability of the Premises for Tenant and its intended use; (b) made such investigation as it deems necessary for such matters, is satisfied regarding them, and assumes all responsibility as they relate to Tenant's occupancy and this Lease.

12.3. Voluntary Execution. Tenant has signed below voluntarily after having been advised by its counsel of all provisions hereof, and, in signing below, Tenant is not relying on any inducements, promises and representations made by or on behalf of Landlord except as expressly contained in this Lease.

12.4. Attorneys' Fees; Jurisdiction; Venue. In any proceeding (including arbitration) involving this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by Applicable Law, actual attorney's fees and all litigation-related costs (including expert witnesses' fees) incurred; however, no attorneys' fees shall be recoverable with respect to any other claim, tort or otherwise. In any proceeding involving this Lease: (a) the proper place of trial or hearing shall be in the County; (b) the parties irrevocably submit to the jurisdiction of the federal and State courts in the County; and (c) Landlord's attorneys' fees shall include the costs for services of its in-house counsel.

12.5. Entirety and Amendments. This Lease contains the entire agreement between the parties regarding its subject matter. Any prior oral or written representations, agreements and/or understandings shall be of no effect. No amendment or discharge of this Lease shall be binding on any party unless in writing and executed by a duly authorized officer or a duly authorized agent of such party. Tenant acknowledges that neither Landlord nor anyone acting for Landlord has made any binding representation or promise with respect to the Building, the Land or the Premises, except as herein expressly set forth. No rights, easements or licenses are acquired by Tenant, by implication or otherwise, except as expressly set forth in this Lease.

12.6. Severability. If any provision of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. The parties intend that, in lieu of each provision of this Lease that is illegal, invalid or unenforceable, there shall be added to this Lease, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

12.7. Notice. Any notice provided for, or permitted to be given, made or accepted by either party to the other must be in writing, and may, unless otherwise expressly provided in this Lease, be given or served personally, by registered or certified mail, by e-mail or its equivalent, by fax, or by a nationally-recognized overnight delivery service. All such notices shall be deemed to have been given when received, except notice deposited in the mail in the manner described shall be deemed given two (2) days after the deposit, excluding Saturdays, Sundays and Holidays from the computation. Notice given by fax or email shall be followed by the delivery of a hard copy thereof, provided that such notice shall be deemed to have been given when received by fax or email. The parties' addresses shall be as shown on the Summary, until changed by providing a new address for notices in the manner provided herein.

12.8. Binding Effect. Except as otherwise expressly provided herein and subject to any provision of this Lease that may prohibit or curtail Tenant's assignment of rights, all covenants and conditions contained in this Lease shall bind, extend and inure to the benefit of Landlord and Tenant and their respective heirs, administrators, successors and assigns. Except for Ground Lessor or as otherwise expressly provided in this Lease, there are no intended third-party beneficiaries to this Lease, and only the parties or their heirs, assigns, personal representatives and successors are entitled to enforce this Lease.

12.9. Recordation. Tenant shall not record this Lease. Tenant shall, on Landlord's request, execute a memorandum of lease in form recordable under Applicable Law. In no event shall such document set forth the rental or other charges payable by Tenant under this Lease. Any such document shall expressly state that it is executed pursuant to the provisions in this Lease and is not intended to vary the terms and conditions hereof.

12.10. Governing Law and Zoning. This Lease, and the rights and obligations of the parties hereto, shall be interpreted, construed and enforced in accordance with State law. If Landlord is ever permanently enjoined or threatened to be permanently enjoined from using the Land and Building as a medical office building site, due to any changes to zoning or due to any violation or asserted violation of applicable building codes or other Applicable Law, Landlord shall notify Tenant of such pending or threatened matters. If Landlord is so enjoined, Landlord may, on ninety (90) days' written notice, terminate this Lease.

12.11. Unavoidable Delay. When this Lease prescribes a time period for a party to take any action (except, in Tenant's case, for payment of Rent), that party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, Applicable Law, acts or omissions of other Building tenants, or any other cause whatsoever beyond that party's reasonable control ("**Unavoidable Delay**").

12.12. No Brokers. Except as may be otherwise set forth in the Summary, Tenant represents and warrants that it has not employed any broker or agent as its representative in the negotiation for, or the obtaining of, this Lease, and shall indemnify, defend and hold Landlord harmless from all cost, damage, fee (including attorneys' fees) or liability for compensation claimed by any broker or agent with whom Tenant has dealt.

12.13. Liability for Performance. Each person comprising Tenant shall be jointly and severally liable hereunder for the full and faithful performance of all the conditions and covenants binding on Tenant.

12.14. Discrimination Prohibition. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, handicap, age, ancestry, national origin or any other prohibited category, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises nor shall Tenant or any person claiming under or through Tenant establish or permit any such practice(s) of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subleases, Subtenants or vendees in the Premises.

12.15. Late Charge. Tenant's failure to pay Rent promptly may cause Landlord to incur unanticipated costs, which are impractical or extremely difficult to ascertain precisely. Such costs may include processing and accounting charges and late charges that may be imposed on Landlord by any ground lease or Mortgage encumbering the Building or Land. If Landlord does not receive any Rent payment when due, Tenant shall pay Landlord a monthly late charge equal to ten percent (10%) of the Rent not paid. Such late charge represents a fair and reasonable estimate at the Reference Date of the costs Landlord will incur by reason of such late payment. Landlord's acceptance of a late charge shall not be a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any other rights and remedies granted under this Lease or Applicable Law. If a Court finds this charge to be too large, Landlord and Tenant expressly intend that this Section 12.15 shall nevertheless be enforced to the maximum extent permitted by Applicable Law.

12.16. Payment Method after Late Payment or NSF. If a late charge is payable under this Lease, whether collected, for two (2) installments of Rent during any one calendar year during the Term, or if any payment made by Tenant in the form of a personal or business check is returned for any reason, including insufficient funds, by the bank on which it was drawn, Landlord may opt to require Tenant to submit future payments to Landlord in the form of wire transfer or ACH only, as Landlord determines. Tenant's obligation to provide payment in this manner shall continue until Landlord, in its sole discretion, determines otherwise. Tenant will reimburse Landlord, as Additional Rent, Landlord's actual costs imposed by Landlord's bank or financial institution arising from Tenant's returned check(s), or bank fees. These costs shall be in addition to any late charges payable by Tenant pursuant to this Lease.

12.17. Guaranty. If Landlord requires the execution of a guaranty in connection with the execution of this Lease, the Guarantor(s) shall execute a Guaranty in the form of the attached **Exhibit G**.

12.18. Guarantors. Each Guarantor executing a Guaranty of this Lease shall be jointly and severally liable for all obligations and covenants of Tenant hereunder, and Landlord may enforce any remedies it has against any, or all, Guarantors directly, on default by Tenant, without first exhausting any remedy against Tenant.

12.19. Lender Modification. If, in connection with Landlord's or Ground Lessor's obtaining any financing for the Land and/or Building, a lender shall request reasonable modifications to this Lease as a condition to such financing, Tenant shall not unreasonably withhold, delay, or defer its consent thereto. Such modifications will not materially and adversely affect the leasehold interest hereby created or Tenant's rights or obligations hereunder, provided that provisions of a loan compatible with then-market terms and provisions will be deemed reasonable for this purpose.

12.20. Changes to Project. Landlord reserves the right, without incurring any liability to Tenant therefor, to make such changes in or to the Project and appurtenant areas and fixtures, as it may deem desirable or necessary.

12.21. Hazardous Material. As used herein, "**Hazardous Material**" means any hazardous or toxic substance, material or waste that is or becomes regulated by a Governmental Authority. Tenant shall not use, transport, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Material on or about the Premises, Building, Hospital, or Land. However, this shall not prohibit the transportation to and from, and use, storage, maintenance and handling within, the Premises of substances of the kind and in the amounts customarily used by Tenant in the conduct of its medical business, provided: (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises, strictly in accordance with all applicable environmental laws now in force or which may hereafter be promulgated ("**Environmental Laws**") and the manufacturers' instructions therefor, and (b) such substances shall not be disposed of or intentionally released or discharged on the Premises, Building, Hospital, or Land, and shall be transported to and from the Premises, in compliance with all Environmental Laws. If any Hazardous Material is released, discharged, disposed of or left to remain on or about the Premises, Building or Land in violation of these provisions by Tenant or its Tenant Parties, Tenant shall promptly, properly and in compliance with Environmental Laws clean up and remove the Hazardous Material from the Premises, Building, Hospital, or Land and any other affected property and clean or replace any affected personal property (whether owned by Landlord), at Tenant's expense and sole risk. Such clean up and removal work shall include any testing, investigation and the preparation and implementation of any remedial action plan required by a Governmental Authority or reasonably required by Landlord. If Tenant fails to comply with the provisions of this Section within ten (10) days after written notice by Landlord, or such shorter time as may be required by Environmental Law or in order to minimize any hazard to persons or property (including the Land), Landlord may (without being obligated) arrange for such compliance directly or as Tenant's agent through contractors or other parties selected by Landlord, at Tenant's expense and sole risk (without limiting Landlord's other remedies under this Lease or Environmental Law) and Tenant shall sign any manifest for the transportation or disposal of such Hazardous Material in Tenant's name. Tenant acknowledges that, if Tenant breaches the provisions of this Section, recovery of monetary damages will not be an adequate remedy (because of the risk to Landlord of interminable future liability under Environmental Laws for Hazardous Materials removed from the Premises) and therefore consents to the

granting to Landlord of specific performance and other equitable remedies for the enforcement of Landlord's rights under this Section. Tenant shall indemnify, protect, defend and hold harmless Landlord and its partners, officers, employees, agents, representatives and successors in interest from and against all damages, losses, claims, costs, obligations, expenses, attorney's fees and other liabilities (however described) with respect to (y) any Hazardous Material released or caused by Tenant or its Tenant Parties on the Premises or on any portion of the Building or the Land, and (z) violation of any Environmental Laws caused by the act, activity or omission of Tenant or any of its Tenant Parties. Tenant's obligations under this Section 12.21 shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall terminate Tenant's obligations under this Section 12.21 unless such intent is specifically set forth in a written document executed by Landlord and Tenant.

Tenant acknowledges that Landlord may incur costs (1) for complying with Environmental Laws, or (2) otherwise in connection with Hazardous Material, including the following: (a) Hazardous Material present in soil or ground water; (b) Hazardous Material that migrates, flows, percolates, diffuses or in any way moves onto or under the Land; (c) Hazardous Material present on or under the Land as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the Land by other tenants of the Building or their agents, employees, contractors or invitees or by others; and (d) material which becomes Hazardous Material due to a change in Environmental Laws. The costs incurred by Landlord in connection with complying with Environmental Laws shall be an Operating Expense, unless the cost of such compliance, as between Landlord and Tenant, is made the responsibility of Tenant under this Lease. To the extent any such Operating Expense relating to Hazardous Material is subsequently recovered or reimbursed through insurance, or recovery from responsible third parties, or other action, Tenant shall be entitled to a proportionate share of such Operating Expense to which such recovery or reimbursement relates. Notwithstanding anything to the contrary set forth herein, Tenant shall have no liability whatsoever for costs relating to Hazardous Material conditions which existed before the Commencement Date or which result from the act or omission of Landlord, any other tenant or occupant of the Building, or any of their respective agents, employees or contractors.

12.22. Mold. Without limiting the generality of any other provision of this Lease, Tenant shall not create or permit to exist in or about the Premises any Mold Condition and Tenant shall, at its sole cost and expense, regularly monitor the Premises for the presence of Mold and Mold Conditions. In the event of suspected or actual Mold or Mold Conditions at the Premises, Tenant shall promptly (but in any event within five (5) days of the discovery thereof) notify Landlord in writing of the same and the precise location thereof. BY ITS SIGNATURE TO THIS LEASE, TENANT CONFIRMS IT HAS EXAMINED THE PREMISES WITH RESPECT TO MOLD AND MOLD CONDITIONS BOTH BEFORE THE COMMENCEMENT DATE AND AT TENANT'S MOVE-IN DATE AND ACCEPTS IT "AS IS" AND WITH NO MOLD OR MOLD CONDITIONS PRESENT THEREON.

12.22.1. In the event of suspected Mold or Mold Conditions at the Premises, Tenant, at its sole cost and expense, shall promptly cause an inspection of the Premises to be conducted, during such time as Landlord may designate, to determine if Mold or Mold Conditions are present at the Premises, and shall notify Landlord, in writing, at least three (3) days before the inspection, of the date on which the inspection shall occur, and which portion of the Premises shall be subject to the inspection. Tenant shall retain a Mold Inspector to conduct the inspection and shall cause such Mold Inspector to perform the inspection in a manner that is strictly confidential and consistent with the duty of care exercised by a Mold Inspector and to prepare an inspection report, keep the results of the inspection report confidential, and promptly provide a copy to Landlord.

12.22.2. If any Mold or Mold Conditions in or about the Premises are a result of the actions or omissions of Tenant or any Tenant Party, Tenant shall promptly, at Tenant's sole cost and expense, hire a trained and experienced Mold remediation contractor(s) to completely clean-up and remove from the Premises all Mold or Mold Conditions. All such clean-up, removal and remediation shall, in each instance, be conducted to the satisfaction of Landlord and any Governmental Authority and otherwise in strict compliance with all Mold Remediation Requirements. Such clean-up, removal and remediation shall also include removal and replacement of any infected host materials as well as any repairs and refinishing required as the result of such removal and replacement. There shall be no abatement of Rent on account of any clean-up, removal or remediation of any such Mold or Mold

Condition. Any clean-up, removal and or other remediation of Mold or any Mold Condition must be completed in its entirety at the expiration of this Lease. Landlord's right of entry pursuant to Section 5.6 above shall include the right to enter, inspect and test the Premises for Mold or Mold Conditions and violations of Tenant's covenants herein. If any such inspection and/or testing reveals the presence of Mold or Mold Conditions at the Premises as a result of the actions or omissions of Tenant or any Tenant Party, Tenant shall promptly remediate the same pursuant to this Section 12.22.

12.22.3. Tenant shall indemnify, defend and hold harmless Ground Lessor, Landlord, and its and their successors, assigns, partners, officers, trustees, beneficiaries, members, managers, employees, agents, lenders, attorneys and Affiliates and any parties providing contract management or security services (collectively "**Indemnified Parties**") from and against all claims, liabilities, losses, actions, costs and expenses (including attorneys' fees and costs of defense) incurred by such Indemnified Parties, or any of them, as the result of (a) the creation of a Mold Condition by Tenant or any Tenant Party, (b) the presence of Mold on or in the Premises as a result of any action or omission by Tenant or any Tenant Party, (c) any illness to or death of persons or damage to or destruction of property resulting from such Mold or Mold Conditions caused by any action or omission by Tenant or any Tenant Party, and (d) any failure of Tenant or any Tenant Party to observe the foregoing covenants of this Section 12.22. All indemnification covenants under this Lease (including the foregoing) are intended to apply to losses, damages, injuries and claims incurred directly by the Indemnified Parties and their property, as well as by the Indemnifying Party or a third party, and their property. Payment shall not be condition precedent to enforcement of the foregoing indemnification obligations. Tenant's defense obligation hereunder shall include the obligation, on demand, to defend each Indemnified Party against any claim or action of the types herein specified by legal counsel reasonably satisfactory to Landlord.

12.23. Relocation. Landlord shall have the right, from time to time and at any time during the Term, to relocate Tenant to another office space within the Building containing at least the same amount of Rentable Area, subject to the following: (a) Landlord shall give Tenant at least ninety (90) days' written notice of the proposed relocation; (b) Rent shall be abated from the date Tenant commences removal from the Premises until such time as Tenant offers medical services from the new premises, but not longer than thirty (30) days after the new premises are made available to Tenant; (c) Landlord shall reimburse Tenant for all reasonable out-of-pocket expenses incurred by Tenant in making such relocation, including the net cost of putting the new premises in the same condition as the old, after crediting the salvage value of any fixtures or other removable property removed by Tenant from the old Premises; and (d) the Base Rent per square foot for the new location shall be the same as that of the old location.

12.24. Security Measures. Tenant acknowledges that: (a) the Base Monthly Rent does not include the cost of any security measures for any portion of the Building, (b) Landlord has no obligation to provide any such security measures, (c) Landlord has made no representation regarding the safety or security of the Building, and (d) Tenant will be solely responsible for providing any security it deems necessary to protect itself, its property, and its invitees in, on, or about the Building or Premises. If Landlord provides any security measures at any time, their cost shall be included in Operating Expenses, but Landlord will not be obligated to continue providing security for any time, Landlord may discontinue such service without notice and liability to Tenant, and Landlord will not be obligated to provide such measures with any particular standard of care. Tenant assumes all responsibility for Tenant's security, safety, property, and invitees. Tenant releases Landlord from all claims for damage, loss, or injury to Tenant, its invitees, and/or to the personal property of Tenant and/or its invitees, even if such damage, loss, or injury is caused by or results from the criminal or negligent acts of third parties. To the greatest extent permitted by Applicable Law, Landlord shall have no duty to warn Tenant of any criminal acts or dangerous conduct that has occurred in or near the Building, regardless of Landlord's knowledge of such crimes or conduct.

12.25. Warranties. Each party warrants that it has the legal capacity to enter into this Lease, its execution has been duly approved and its obligations under this Lease do not violate any Applicable Law.

12.26. Incentive Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement, incentive, or consideration for Tenant's entering into this Lease (collectively "**Incentive Provisions**") shall be deemed conditioned on Tenant's full and faithful performance of all provisions of this Lease. On breach of this Lease by Tenant (not cured within any applicable grace period), any such Incentive Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any Rent, other charge, bonus, inducement, incentive, or consideration therefore abated, given, or paid by Landlord under an Incentive Provision shall be immediately due and payable by Tenant to Landlord, notwithstanding any subsequent cure of the breach by Tenant. Landlord's acceptance of Rent or the cure of the breach shall not be deemed a waiver by Landlord of the provisions of this Section unless specifically so stated in writing by Landlord at the time of such acceptance.

12.27. Submission of Lease. Submission of this Lease for examination or signature by the parties does not constitute an option or offer to lease the Premises on the terms in this Lease or a reservation of the Premises in Tenant's favor. This document is not effective as a lease or otherwise until signed and delivered by both Tenant and Landlord.

12.28. Summary. On or after Substantial Completion, Landlord will deliver to Tenant a revised Summary containing the updated data relating to the Premises and this Lease. The revised Summary shall be conclusively deemed to have been accepted as an amendment of the Summary and shall thereafter bind the parties. Tenant shall sign and return the signed Summary to Landlord within ten (10) days of its receipt of the same; Tenant's failure to return the Summary within this ten (10) day period shall be deemed to be Tenant's acknowledgment that the terms in the Summary are correct and accurate.

12.29. Move-In. By taking possession of the Premises, without timely (i.e., fifteen (15) days after taking possession) written objection to the condition thereof, Tenant shall be conclusively deemed to have accepted the Premises in their condition at the time of such acceptance and to have agreed that the Premises and the Building were in good and satisfactory condition at the time such possession was so taken. Notwithstanding any contrary provision of this Lease, Tenant shall not be entitled to occupy the Premises until it has executed Landlord's then-current Possession of Premises or similar form and all other forms relating to the transfer to Tenant of possession of the Premises and related matters and has provided Landlord with the necessary certificate(s) of insurance.

12.30. Neighboring Improvements. If part of the Project or property adjacent or in proximity to the Project ("**Other Improvements**") are owned by a person other than Landlord ("**Other Owner**"), Landlord may enter into an agreement with Other Owner to provide for: (a) rights of access, use, and/or enjoyment of the Project and Other Improvements, (b) the common operation, maintenance, improvement, and/or repair of all or part of the Project and/or Other Improvements, (c) the allocation of part of any operating expenses and property taxes of the Other Improvements and/or Project between them, (d) the use or improvement of the Other Improvements and/or Project in any way, and (e) any other matter Landlord deems necessary. Nothing in this Lease shall be interpreted to limit or affect Landlord's right to sell all or part of the Project or any other of Landlord's rights, whether described in this Lease.

12.31. SDN List. Tenant represents and warrants that neither Tenant nor any Tenant Party is listed as a "Specially Designated National and Blocked Person" ("**SDN**") on the list of such persons and entities issued by the U.S. Treasury Office of Foreign Assets Control/OFAC. If Tenant or any Tenant Party is or becomes listed as an SDN, Tenant shall be deemed in breach of this Lease and Landlord shall have the right to terminate this Lease immediately on written notice to Tenant.

12.32. Energy Usage. Tenant shall: (a) reasonably cooperate with Landlord in connection with any energy usage reporting requirements to which Landlord is subject under Applicable Law and (b) provide Landlord with any energy usage data that Landlord may require to comply with Applicable Law.

12.33. Waiver of Right to Jury Trial. *LANDLORD AND TENANT EACH ACKNOWLEDGES THAT IT HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY UNDER THE CONSTITUTIONS AND APPLICABLE LAW. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY EXPRESSLY AND*

KNOWINGLY WAIVES AND RELEASES ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE.

Landlord: [Signature] Tenant: [Signature] DS


↓
↓
↓
↓ Signatures on next page ...

INTENDING TO BE LEGALLY BOUND, the parties have signed this Office Space Lease as of the Reference Date.


IN WITNESS WHEREOF, this Summary of Fundamental Lease Provisions has been duly executed by the parties as of the date noted below.

DATE OF CITY COUNCIL ACTION: December 15th, 2020

TENANT:
CITY OF HENDERSON

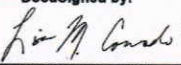

DocuSigned by:
By:  for
Richard A. Derrick
City Manager/CEO

APPROVED AS TO FORM:

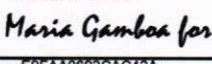
DocuSigned by:
By: 
Nicholas G. Vaskov
City Attorney

DS
SLG
CAO

ATTEST:

DocuSigned by:
By:  
Lisa Corrado, AICP
Interim City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:
By: 
Jim McIntosh
Chief Financial Officer

"Landlord"

By: 
By: 
1/27/2021 9:31:51 AM PST

LIST OF EXHIBITS

- Exhibit A:.....Definitions.
- Exhibit B:.....Premises.
- Exhibit C:.....Site Plan.
- Exhibit D:.....Workletter on TIs.
- Exhibit E:.....TI Pricing Schedule.
- Exhibit F:.....Building Rules & Regulations.
- Exhibit G:.....Guaranty.

Exhibit A

DEFINITIONS

"Affiliate" — Any individual or entity through one or more intermediaries, Controlling, Controlled by or under common Control with a party.

"Applicable Law" — All Federal, State, and local laws, building codes, ordinances, permits, regulations, CC&Rs, and provisions of the Ground Lease, now or later applicable to the Premises or any part or component of it.

"Base Rental Rate" — The Base Rent monthly rate rent for the Premises in Summary Section 19.

"Base Rent" — The monthly base rent for the Premises. It is the product of the Base Rental Rate and the Rentable Area of the Premises. This figure will be shown in Summary Section 21.

"Building" — The professional office building in which the Premises are located, with all parking, landscaping and other improvements used in connection therewith.

"Commencement Date" — The date on which Tenant's occupancy actually begins as set forth in Summary Section 15.

"Common Areas" — All areas, improvements, space and equipment in the Building provided by Landlord for the common or joint use and benefit of all tenants and their employees, agents, licensees and invitees, and not leased or held for lease to Tenant, including all entrances, exits, pedestrian walkways, walls, concourses, stairs, ramps, sidewalks, maintenance and utility rooms and closets, hallways, lobbies, elevators and their housing and rooms, common window areas, walls and ceilings in Common Areas, trash and rubbish areas, and public washrooms.

"Control" — Including the correlates of "Controlled" and "Controlling", the possession, directly or indirectly, including through one or more intermediaries, of the power to direct or caused the direction of a person's management and policies through the ownership or control of voting securities, partnership interests, or other equity interests or otherwise.

"County" — The County in which the Premises is located.

"Estimated Operating Expenses" — For any calendar year, Landlord's estimate of the Operating Expenses to be accrued during such year.

"Final Prices" — The final cost of TIs described in the Working Drawings. The Final Prices shall become part of **Exhibit E**.

"Final Suite Design" — A design that indicates the floor layout of Tenant's suite including partitions, electrical outlets, doors, casework, and plumbing fixtures. This Final Suite Design is approved by Tenant in writing and becomes the design on which Working Drawings are based. The Final Suite Design becomes part of **Exhibit D**, and authorizes Landlord to proceed with Working Drawings.

"Governmental Authority" — The Federal, State, County, local, and/or City government, any branch, division, official, or agency thereof, any court, judge, or magistrate thereof, or any quasi-governmental agency, board, panel, or district (whether public, quasi-public, or private) exercising any authority or jurisdiction over the MOB, the Premises, the Campus, either party, or this Lease.

"Ground Lease" — The ground lease of the Land from Ground Lessor to Landlord dated May 21 1991, a copy of which Tenant has received and reviewed, and which is available for inspection in Landlord's office.

"Holiday" — New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas (or any day set aside to celebrate such holidays), and additional days now or later designated as holidays, similar to such stated holidays in the scope of their observance, by the USA or the State.

"Land" — The real property owned by Ground Lessor on which the Building is located, that is leased to Landlord pursuant to the Ground Lease.

"Medical Waste" — All medical waste as defined by California Health and Safety Code § 117690, as amended or supplemented. Notwithstanding the above, if "Medical Waste" is defined in the laws of the State, such laws shall govern.

"Mold" — Mold, mildew, fungus or other potentially dangerous organisms.

"Mold Condition" — The presence or suspected presence of Mold or any condition(s) that reasonably can be expected to give rise to or indicate the presence of Mold, including observed or suspected instances of water damage or intrusion, the presence of wet or damp wood, cellular wallboard, floor coverings or other materials, inappropriate climate control, discoloration of walls, ceilings or floors, complaints of respiratory ailment or eye irritation by Tenant's

employees or any other occupants or invitees in the Premises, or any notice from a Governmental Authority of complaints regarding the indoor air quality at the Premises.

"Mold Inspector" — An industrial hygienist certified by the American Board of Industrial Hygiene ("CIH") or an otherwise qualified mold consultant selected by or otherwise acceptable to Landlord.

"Mold Remediation Requirements" — The relevant provisions of the document Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as may be amended or revised from time to time, or any other Applicable Law.

"Mortgage" — With respect to Landlord, a mortgage, deed of trust, or other encumbrance recognized in the State at the time it attaches as a contractual security interest in real property encumbering Landlord's leasehold interest in the Building and/or Land, and/or any part thereof.

"Mortgagee" — The mortgagee, beneficiary, or the like, of a Mortgage, or an institutional lender or real estate investment trust that is a component entity of Landlord.

"Operating Expenses" — All expenses, costs and disbursements of every kind and nature incurred or paid in connection with the ownership and operation of the Building and Land, computed on the accrual basis, except as expressly excluded. Operating Expenses shall include the following:

- Wages and salaries (including payroll taxes, worker's compensation, disability insurance and all fringe benefits) of all employees directly engaged in the operation, management, maintenance, repair or security of the Building, and contract costs of independent contractors engaged for such services;
- Cost of all supplies (including janitorial and restroom supplies), fuels and materials used in the operation, repair and maintenance of the Building including all sales, use and excise taxes on such supplies, fuels, etc.;
- Cost of all utilities for the Building, including the cost of water and power for heating, lighting, air conditioning and ventilating (excluding such costs billed to specific tenants);
- Cost of all maintenance and service agreements for the Building and the equipment therein, including security service, window cleaning, elevator maintenance, janitorial service, trash removal, plumbing, roofing service, and any Medical Waste disposal expenses incurred by Landlord;
- Cost of all insurance against such risks and in amounts as determined by Landlord are reasonably necessary or advisable including casualty, rental abatement, liability, workers' compensation, earthquake, flood, fire, extended coverage and boiler insurance applicable to the Building and Landlord's personal property used in connection therewith;
- All Property Taxes, taxes, assessments and charges imposed by Governmental Authority, whether federal, state, school, county or municipal, and whether by taxing districts or authorities presently taxing the Building and the Land or by others subsequently created or otherwise, and any other taxes and assessments (including possessory interest taxes or the like) attributable to the Premises, Building and the Land or their operation, whether directly paid by Landlord, excluding however, taxes which Tenants are bound to directly or indirectly discharge on an individual basis, including ad valorem taxes on their personal property, on Tenant-owned trade fixtures, on Tenant-constructed leasehold improvements, and on building-owned suite improvements requested by Tenant to the extent such suite improvements exceed building standard allowances;
- Landlord's LLC gross receipts fee/tax;
- Cost of all repairs and general maintenance (less any reimbursement received for such services from insurance companies, individual tenants and similar sources) of the Building, including building systems and appurtenances thereto and normal repair and replacement of worn out equipment, facilities and installations, repairs to roof and re-roofing;
- The Property Management Fee;
- Accounting, asset management, legal and other professional fees and costs applicable to the Building;
- Reasonable additions from time to time to a reserve established for replacement of improvements, machinery, equipment and fixtures for servicing the Building;
- Costs of painting and other resurfacing of the exterior or the public or common area of the Building and the costs of maintaining and repairing the sidewalks, landscaping and other common areas of the Building;
- Costs of any capital improvements made by Landlord to the Building or capital assets acquired by Landlord that are required under any Applicable Law or insurance requirement under which the Building was not

required to comply therewith at commencement of the Lease Term, such cost or allocable portion to be amortized over the useful life thereof;

- Costs of any capital improvements made by Landlord to the Building or costs of capital assets required by Landlord that are for the protection of the health and safety of the occupants of the Building or that are intended to reduce other Operating Expenses, such costs or allocable portion thereof to be amortized over the useful life thereof;
- Incremental initial cost of capital assets amortized over useful life upgraded mechanical systems. Initial build-out/construction: incremental cost of those systems
- Cost of furniture, draperies, carpeting, landscaping and other customary and ordinary items of personal property (excluding paintings and sculptures, and other works of art) provided by Landlord for use in common areas of the Building, such costs to be amortized over the useful life thereof;
- Any such expense and cost resulting from substitution of work, labor, materials, resulting from compliance with any Applicable Law;
- Parking lot expenses, maintenance and repair, including slurry seal and striping; and
- Any other expenses that, in accordance with generally accepted accounting principles, landlords of comparable buildings would treat as Operating Expenses.

Operating Expenses shall exclude: (a) expenses relating to promoting and renting the Building after initial lease-up; (b) special costs recoverable from specific tenants (e.g., costs of redecorating, special cleaning, or other services not provided on a regular or periodic basis to all tenants of the Building); (c) wages, salaries or fees paid to executive personnel of Landlord; (d) any charge for interest, depreciation, or ground rent (except as provided above) or (e) any charge for Landlord's income tax, excess profit taxes, franchise taxes or similar taxes on Landlord's business (excluding Landlord's LLC gross receipts fee/tax, which will be included in Operating Expenses).

If the Building is less than ninety-five percent (95%) occupied during any calendar year or part thereof, annual Operating Expenses shall include all additional costs and expenses of operation, management, insuring, securing and maintenance of the Building and Land which Landlord determines that Landlord would have paid or incurred during such year or part thereof if the Building had been ninety-five percent (95%) occupied.

If the Building is less than 100 percent occupied during all or any portion of any calendar year during the term, including the Base Year, an adjustment shall be made by Landlord in computing Operating Expenses for such year so that all Operating Expenses which vary with the percentage of occupancy shall be computed for such year to reflect a 100 percent occupancy of the Building during such calendar year.

"Premises" — The medical office space which shall be occupied by Tenant. The approximate location, size and configuration are described in **Exhibit B**.

"Project" — The Building, Land and all related improvements and rights.

"Property Management Fee" — The fee paid for property management.

"Property Taxes" — All real property taxes or assessments (and any tax or assessment to the extent levied or assessed in lieu thereof) levied or assessed against the Premises, Building or Land including all taxes (other than personal or corporate income taxes measured by Landlord's net income from all sources), possessory interest taxes, assessments (including all assessments for public improvements, services or benefits levied after the Commencement Date, irrespective when commenced or completed), excises, levies, business taxes, license, permit, inspection and other authorization fees, transit development fees, assessments or charges for housing funds, service payments in lieu of taxes and any other fees or charges of any kind which are assessed, levied, charged, confirmed or imposed by any public authority: (a) on or measured by the rental payable hereunder, including any gross receipt or excise tax levied by any Governmental Authority on the receipt of such rental; (b) on the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Building, Land, or Premises or any portion thereof, whether paid directly by Landlord; or (c) on this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it shall not be lawful for Tenant so to reimburse Landlord, the monthly Base Rent shall be revised to net Landlord the same net rental after imposition of any such tax on Landlord as would have been payable to Landlord before its imposition. If at any time the methods of taxation prevailing on the Reference Date shall be altered so that in lieu of or so that in lieu of the whole or any part of Property Taxes, there shall be assessed, levied or imposed (i) a tax, assessment, levy, imposition, charge or license fee measured by all or any part of the Rent, or (ii) any other tax, assessment, levy, imposition, charge or license fee however described or imposed, including business improvement district impositions and business, professional and occupational license fees, or so-called margins taxes measured by all or any part of Landlord's gross receipts from the Building after any applicable deductions, then all such taxes, assessments, levies,

impositions, charges or license fees or the part thereof so measured or based shall be deemed to be and become a portion of the Property Taxes.

"Qualified Entity" — A partnership, LLC, corporation or other business organization in which one or more of the physician providers using the Premises is/are Qualified Persons.

"Qualified Person" — A member in good standing of the medical staff of Hospital or its successor acute care hospital or a medical professional who makes inpatient admissions to Hospital or its successor acute care hospital (e.g., hospitalists).

"Rentable/Usable Ratio" — The Rentable/Usable Ratio is stated in Summary Section 11. The Rentable/Usable Ratio is multiplied by the Tenant's Usable Area to calculate Rentable Area for which Tenant pays Rent.

"State" — The State in which the Premises is located.

"Substantial Completion" (and **"Substantially Completed"**) — If Landlord is performing the TIs, the date on which Landlord has completed its work on the Premises and it is ready to be released to Tenant, including completion of the TIs to be completed by Landlord (excluding punchlist items), which may be evidenced by delivery to Tenant of a Temporary Certificate of Occupancy or Certificate of Occupancy of the Premises (or a final inspector's sign-off or other indication that the Premises may be legally occupied), whichever permits Tenant to occupy the Premises (**"Certificate"**) obtained by Landlord's general contractor (**"Contractor"**) which Certificate shall be binding and conclusive on Tenant in the absence of bad faith. If Tenant or its contractor is performing any part of the TIs, Substantial Completion shall occur on the first to occur of: (a) four (4) months after Landlord's delivery of the shell and core to Tenant's contractor, or (b) issuance of the Certificate.

"Suite Design Completion Date" — The date by which Tenant shall give written approval of the Final Suite Design attached as part of **Exhibit D**.

"Tenant" — All tenants in all cases where there is more than one tenant of the Premises, and the necessary grammatical changes required to make the provisions hereof apply to entities or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. If more than one Person constitutes Tenant, each shall be jointly and severally liable for all obligations and responsibilities of Tenant hereunder, and the act of or notice from, or notice or refund to, or signature of, any one or more of such persons shall be binding on all such persons and Tenant with the same effect as if all had so acted or given or received such respective item.

"TIs" — Tenant Improvements; i.e., the work scheduled for construction described in Section 5.1 above and **Exhibit E** (and, if applicable, the TI Addendum).

"Tenant Party" — Any Person for whom Tenant is responsible, including its agents, employees, contractors, invitees, licensees, or other Persons entering the Premises at Tenant's request, license, or invitation.

"Tenant's Share" — Tenant's monetary share of all Operating Expenses and Property Taxes, calculated on a dollar amount per RSF basis (i.e., Tenant's Rentable Area (Actual) divided by the Building's total RSF, as determined solely by Landlord). Tenant shall pay Tenant's Share of all Operating Expenses and Property Taxes as Additional Rent.

"Usable Area" — As defined by BOMA/American National Standard Z65-1-2010, Method "b", the Usable Area of an office shall be computed by measuring to the finished surface of the office side of corridor and other permanent walls, to the center of partitions that separate the office from adjoining Usable Areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. No deductions shall be made for columns and projections necessary to the Building. The Usable Area of a floor shall be equal to the sum of all Usable Areas on that floor. The actual Usable Area expressed in square footage of the Premises shall be the area as shown on the Final Suite Design prepared by Landlord's architect and reasonably approved by Tenant, which shall be conclusively binding on Landlord and Tenant.

"Working Drawings" — Drawings that include a dimension plan that locates all interior partitions, and a general plan that locates telephone requirements, plumbing locations, detailed construction drawings, reflected ceiling with lighting, cabinet elevations and an interior finish schedule. The Working Drawings become part of **Exhibit E**.

.....end exhibit

Exhibit B

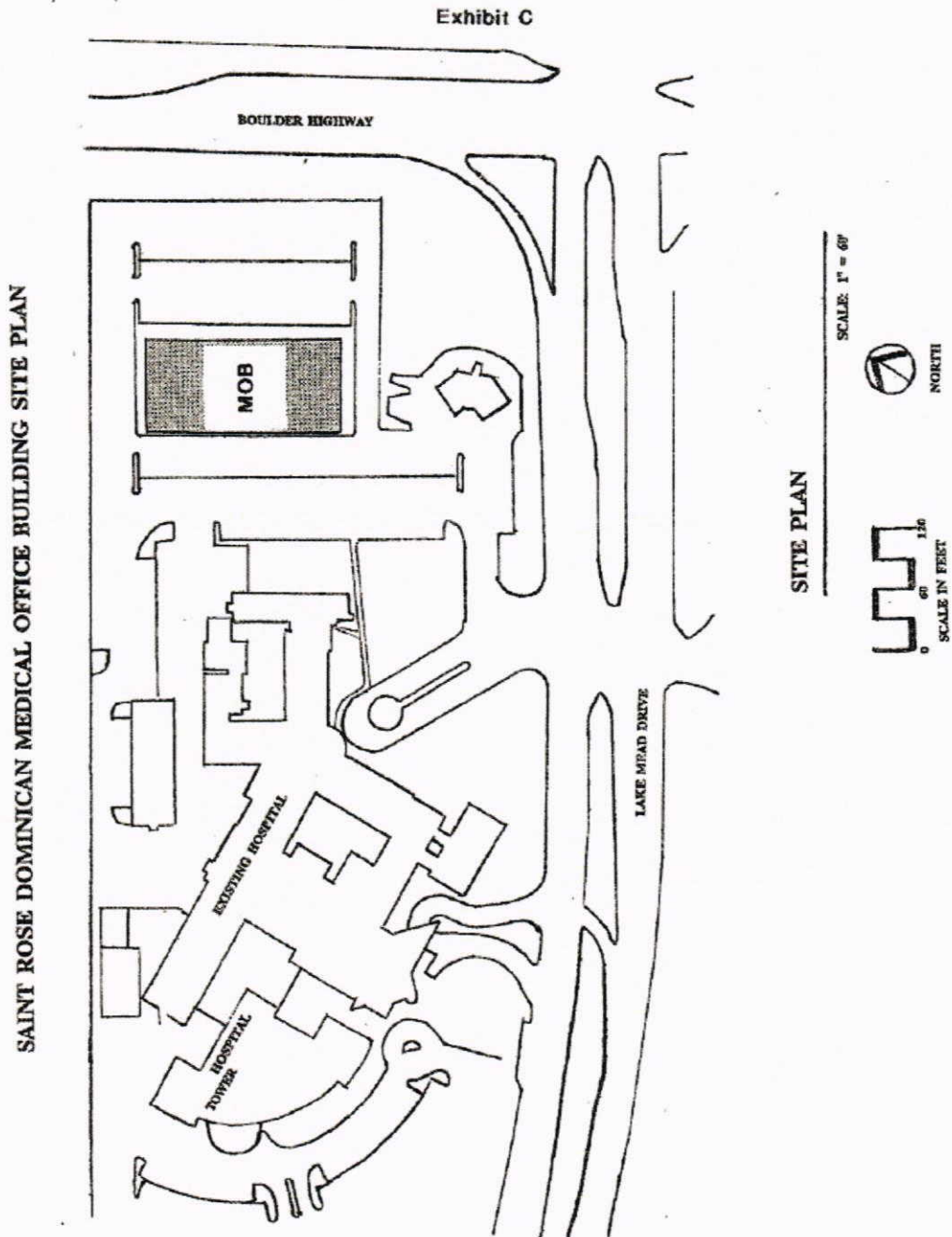
PREMISES

See attached drawing (incorporated by reference) for approximate size, location and configuration of the Premises.

.....*end exhibit*

Exhibit C SITE PLAN

See attached Site Plan (incorporated by reference).



.....end exhibit

Exhibit D

WORKLETTER ON TIs

This Workletter defines the previous first generation Building standard construction specifications. All suite design and construction work was performed by Landlord and any deviation thereof must be approved in writing before construction begins.

The following list of items describes the standard features that are typically required to construct Tenant's suite. This list is not all-inclusive and Landlord or Tenant may require other specific features.

The Lease includes a TI Allowance set forth in Summary Section 24. Landlord shall install TIs in compliance with Building standard specifications as set forth in this **Exhibit D**, the TI Pricing Schedule (**Exhibit E**), and Working Drawings for the Premises. If such costs exceed the TI Allowance, Tenant shall pay Landlord the amount of such excess before construction of the TIs. If any portion of this allowance is not used in the build-out, the balance shall be forfeited.

SUBSTITUTIONS.

Landlord reserves the right to make substitutions of material of equivalent grade and quality if any specified material is not reasonably available and to make changes necessitated by conditions met during the course of construction.

PAYMENT FOR SCHEDULED TIs IN EXCESS OF TI ALLOWANCE.

In order for Tenant's suite construction to proceed, Tenant shall pay all sums due for costs of TIs in excess of the TI Allowance to Landlord within five (5) days of signing the Final Suite Pricing. If start of construction is delayed as a result of Tenant's failure to perform, Tenant shall pay any increase in final costs for TIs before commencement of construction of the TIs.

NON-SCHEDULED IMPROVEMENTS.

If Tenant requires Landlord to make improvements not included in the Final Price Schedule, Tenant shall pay the full cost for such non-scheduled improvements at the start of construction.

TIs SPECIFICATIONS

PARTITIONS

Demising walls between suites are constructed full height to the structure above and sound insulated with batt insulation. The bottom track is set in acoustical sealant.

Interior Suite partitions extend above the finish ceiling. All other walls will receive a paint finish.

Sound attenuation partitions extend above the finished ceiling and are to be fully insulated with sound attenuation blankets. These partitions are to be located at all walls around all exam rooms, doctor's office rooms, and all other patient treatment areas.

Wall finish is a light eggshell stipple.

DOORS AND FRAMES

Suite Entry: 3' x 7' solid core plastic laminated finished door in a hollow metal frame with entry hardware and door closer, 2' x 7' sidelight, heavy-duty mortise lockset.

Interior Doors: 3' x 7' flush, solid core with a hollow metal frame, finished with building standard plastic laminate and heavy-duty commercial cylindrical locksets.

Rated Doors: (if needed) -- 3' x 7' flush, solid core with a "B" label fire rating and a 20-minute rated hollow metal frame.

Hardware: Heavy duty commercial quality pulls and locksets, lever-type handles.

CASEWORK

Casework is finished in plastic laminate. Casework is to be selected from building standard medical casework modules. All base cabinets are 24" deep except for the exam rooms that are 20" deep. Countertops are plastic laminate clad with 4" back-splash on sink cabinets.

Reception window is a 6' wide x 4' high opening with plastic laminate shelf.

FLOORCOVERING

Carpet: 28 oz. level loop, direct glue-down installation with a 4" rubber base.

Sheet Vinyl Location: Toilet rooms.

Vinyl Composition Tile: Mannington, 12" x 12", 1/8" gauge with a 4" top-set rubber base.
Locations: Exam rooms, storage rooms or other areas per tenant's request.

Floor Condition: Landlord shall have no responsibility for any treatment of the concrete floor required by flooring manufacturer to meet manufacturer's product installation standards to reduce slab moisture content and/or to correct slab's pH content. Tenant shall pay any costs relating to such treatment or correction and, if available, from the TI Allowance.

WALL FINISHES

Paint: All painted walls to receive one coat of primer and finish coat to cover using Lo-Glo Acrylic Enamel (low sheen).

CEILINGS

Acoustical Ceilings: 2" x 4' Armstrong Second Look II, with a STC of 40 to 44.

SIGNAGE

One suite identification sign located at entry.

ELECTRICAL

Light Fixtures:

"A": 24" x 48" Fluorescent heat removal fixtures, with parabolic lens.

Location: Waiting rooms, conference room/library.

"B": 24" x 48" Fluorescent heat removal fixtures, with prismatic acrylic lens.

Location: Exam rooms business offices, procedure rooms, staff lounge, corridors, nurses' stations, lab, consult/doctors offices, storage rooms.

"C": 24" x 48" Fluorescent with prismatic acrylic lens.

Location: Toilets. Storage.

"D": 6" Recessed downlight. Clear specular open soffits and alcove.

Location: Toilets.

Typical electrical outlets and switches are white, quiet type.

HVAC

Air handling units to condition the air.
Exhaust in toilet rooms

PLUMBING

Toilets: Tank type with an elongated bowl and split seat.

Lavatories: Wall-hung with single lever faucet.

Sinks: Stainless steel single compartment with single lever faucet.

Locations: Labs, nurses' stations, minor surgeries, minor treatment rooms, staff lounges, cast rooms, darkrooms.

MISCELLANEOUS

Toilets: Grab bars, mirror, toilet paper dispenser, towel dispenser, seat cover dispenser, waste disposal container.

SOUND MASKING Logison speakers installed above ceiling to reduce noise and increase speech privacy.

.....end exhibit

Exhibit E

TI PRICING SCHEDULE

T.I. Arrangement between Tenant and Landlord: Landlord to deliver Premises remodeled to similar standards of the other remodeled suites in the building. Lease shall be contingent upon Tenant's approval of Landlord's performed TI's and such approval shall not be unreasonably withheld.

Suite 207: [THIS WORK PAID IN ADVANCE ON SUITE 206 LEASE COMMENCEMENT]

Repair walls and touchup paint throughout.

Clean or replace carpet in carpeted areas.

Lobby (200): install cover for thermostat or replace thermostat.

Reception (211):

Remove upper shelves above desk; repair wall.

Repair damaged casework countertop and drawers.

Flex space/closet (201):

Remove chase from wall/floor.

Remove other equipment from walls; repair wall/touchup paint.

Replace flooring where chase is removed.

Washer/Dryer Utility Room (203): Repair wall/touchup paint.

Restroom (204): Replace toilet.

Office - Law enforcement kid's intake (206):

Provide history of pipe in wall and reason that it is currently exposed, subject to City review and further requirements.

Repair wall where pipe is exposed.

Replace flooring where damaged, lifting and cracking.

Office - Supervisor's Office (207): Install missing wall base.

Office - Intake office (210): remove unattached casework unit.

Repair any damaged casework and drawers in offices, reception, kitchenette, storage, and utility room.

Replace stained and missing ceiling tiles.

Have pest control treatment to the suite prior to move-in.

Install room signs to meet code and ADA requirements (number with Braille for S spaces + 1 restroom).

Install cabling for IT purposes in eight (8) locations/offices (4 drops in each).

Replace Suite number sign to match building standard.

Install name of Lessee on lobby directional signs.

Provide regular janitorial services to the suite.

.....end exhibit

Exhibit F

BUILDING RULES & REGULATIONS

1. The entry passages, elevators and stairways may be used for ingress and egress only.
2. Tenant shall not cover or obstruct space for admitting natural light into any public area of the Building, except as approved by Landlord.
3. Toilets and other like apparatus shall be used only for the purpose for which they were constructed. Tenant shall pay all damage from misuse.
4. Landlord reserves the right to determine the number of letters allowed for Tenant on any directory Landlord maintains.
5. Tenant shall not use or display any sign, advertisement, notice, etc. in the Building (except on its office doors and then only as approved in writing by Landlord). If Tenant violates this rule, Landlord may remove the violation without liability and may charge to Tenant all costs and expenses incurred in doing so.
6. Tenant shall not throw, or permit to be thrown, anything out of windows or doors or down passages or elsewhere in the Building, or bring or keep pets or other animals therein, or commit or make any indecent use of the Premises or the Building or obstruct, injure, annoy or interfere with other tenants or those having business with them, or affect any insurance rate on the Building or violate any provision or any insurance policy on the Building.
7. Tenant's furniture, supplies and equipment shall be delivered only at times designated by Landlord.
8. Tenant shall not permit cleaning by any person other than employees of the Building or persons approved by Landlord.
9. Blinds of the quality, type, design and color designated by Landlord shall be used on all windows. All curtains, shades, screens and other fixtures shall be of a quality, type, design and color, and attached in a manner, approved by Landlord.
10. Landlord will furnish Tenant with keys for the Premises. If Landlord furnishes Tenant with keys to the lobby door of the Building, Tenant shall lock the lobby door immediately on entering and leaving the Building during such hours as the Building is closed, and Tenant shall be responsible for all damage and injury to persons or property resulting from Tenant's neglecting to lock said door as aforesaid. All such keys in Tenant's possession or known by Tenant to be in existence shall be delivered to Landlord at the termination of this Lease. Tenant shall not place any additional lock on any door to the Premises or elsewhere in the Building, and doors leading to the corridors or main halls shall be kept closed at all times except as they may be used for ingress and egress.
11. The Premises shall not be defaced in any way.
12. For the general welfare of all tenants and security of the Building, Landlord may deny entry to any person entering and leaving the Building on Saturdays, Sundays or holidays, and on other days between 7:00 p.m. and 7:00 a.m.
13. No bicycles or vehicles of any kind shall be brought into or kept in or about the Premises or the lobby or halls of the Building, and no cooking shall be done or permitted by Tenant on the Premises other than warming of food via microwave or toaster ovens, or making of coffee, within suitable areas inside the Premises only. Tenant shall not cause or permit any unusual or objectionable odors to be produced on or emanate from the Premises.
14. Unless specifically authorized by Landlord, employees of Landlord shall not perform, nor be asked to perform, work other than their regularly assigned duties.
15. Landlord shall have the right to prohibit any advertising in the Building by Tenant that, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a medical office building and, on written notice from Landlord, Tenant shall promptly discontinue such advertising.
16. Canvassing, soliciting and peddling in the Building is prohibited and Tenant shall cooperate to prevent them.

17. All parking regulations established from time to time by Landlord or Ground Lessor shall be obeyed.
18. Tenant shall not place a load on any floor of the Premises exceeding 50 lb. per square foot ("PSF") without Landlord's written approval. Landlord reserves the right to prescribe the weight and position of all safes, heavy equipment, file systems, etc. Informational safety note: Contractor's floor load specifications for this building provide an 80 PSF live load plus 20 PSF partition load. The 50 PSF is a precautionary limit established by Landlord and agreed to by Tenant. Landlord will not unreasonably withhold permission for Tenant to place a live floor load up to 80 PSF.
19. Tenant shall not install or use any air conditioning or heating device or system other than provided by Landlord.
20. Tenant shall comply with all methods and procedures for disposal of Medical Waste as defined in the Lease and Applicable Law and shall employ methods and procedures for handling and disposing of Medical Waste that may be enacted from time to time by the registered hazardous waste hauler retained to dispose of such Medical Waste.
21. All areas within the Building and on the Land are non-smoking, except as Landlord may designate in its sole discretion.

.....end exhibit

Exhibit G
GUARANTY

See attached Guaranty, incorporated by reference.

.....*end exhibit*

GUARANTY

The undersigned ("**Guarantor**") is executing this Guaranty to guaranty the prompt, unconditional payment and performance of all of Tenant's obligations under the Office Space Lease (the "**Lease**") dated October 16th, 2020, between ("**Landlord**") and ("**Tenant**"). Tenant leases office space (the "**Premises**") in the medical office building known as St. Rose Dominican Medical Plaza pursuant to the Lease. Guarantor acknowledges that this Guaranty is essential consideration to Landlord, is a condition precedent to Landlord entering into the Lease with Tenant, and, without this Guaranty, Landlord would not have entered into the Lease.

Now therefore, acknowledging valuable consideration and its receipt and adequacy, Guarantor agrees as follows:

1. Guarantor unconditionally and absolutely guarantees the prompt, unconditional payment and performance of all of Tenant's obligations under the Lease, including any option periods or extensions. All payments by Guarantor shall be made in lawful money of the United States without setoff, deduction or counterclaim. All obligations in this Guaranty will be payable by Guarantor to Landlord immediately in the event of any default by Tenant without demand on or notice to Guarantor. Guarantor shall be in default under this Guaranty if any obligation under the Lease becomes due and is not paid. This is a continuing Guaranty, and all of Guarantor's obligations are absolute under all circumstances, without regard to the validity or enforceability of the Lease, which Guarantor acknowledges it has received and reviewed. This is a guaranty of payment and performance and not of collection. On any default under the Lease, Landlord may proceed directly and at once, without notice, against Guarantor to collect and recover all or part of the liability hereunder, without proceeding against Tenant or any other person.
2. Any present or future debt of Tenant to Guarantor (including any right to subrogation as a result of any payment by Guarantor under this Guaranty) shall be deferred and subordinated to Guarantor's obligations under this Guaranty. Guarantor shall not accept any payment or satisfaction of any kind of debt of Tenant to Guarantor and hereby assigns such debt to Landlord. Landlord may apply any moneys it receives in such manner and amounts and at such time and in such order and priority as Landlord may elect.
3. Guarantor's obligations hereunder are independent of Tenant's obligations. A separate action(s) may be brought against Guarantor without first proceeding against Tenant or any other person, without pursuing any other remedy and without joining Tenant in any such action(s). All of Landlord's remedies against Tenant and Guarantor are cumulative. Nothing shall discharge or satisfy Guarantor's liability hereunder except the full performance and payment of Tenant's obligations to Landlord. If any payment(s) or part thereof made by Tenant to Landlord are subsequently invalidated, declared to be fraudulent or preferential, or otherwise set aside, and are required to be repaid by Landlord to any person under any bankruptcy act or other legal action, then to the extent of repayment, the obligation or part of it intended to be satisfied shall be revived and continued in full force and effect as if such payment(s) or part had not been made, and payment to Landlord of the amount so repaid shall be fully guaranteed by this Guaranty even though Landlord may have been previously canceled or surrendered this Guaranty.
4. Guarantor assumes full responsibility for keeping itself informed of Tenant's financial condition and of all other circumstances bearing on the risk of nonpayment of the Lease obligations. Landlord shall have no duty to advise Guarantor of Tenant's ability or performance or of any modification or termination of the Lease.
5. "**Guarantor**" shall mean all persons signing below, individually or jointly and shall include Guarantor's heirs, successors, and assigns. Each reference herein to Guarantor shall be deemed to include the heirs, executors, administrators, legal representatives, successors

and assigns of Guarantor, all of whom shall be bound by the provisions of this Guaranty. If more than one person executes this Guaranty, each Guarantor's obligations shall be joint and several. No delay or failure by Landlord to exercise any right or remedy against Tenant or Guarantor will be construed as a waiver. The invalidity or unenforceability of any provision(s) hereof will not affect any other provision. Only a written instrument executed by Guarantor and Landlord may amend this Guaranty. This Guaranty shall inure to the benefit of Landlord, its successors and assigns, including the assignees of any debt hereby guaranteed, and when assigned, Guarantor shall be liable to the assignees without in any manner affecting Guarantor's liability hereunder with respect to any debt retained by Landlord. This Guaranty shall: (a) be governed by and construed under Nevada law, and (b) constitutes the entire agreement of Landlord and Guarantor regarding its subject matter; there are no promises, statements or representations of Landlord of any kind or nature whatsoever other than those herein contained. No person executing this Guaranty is doing so in consideration of or in reliance on any other person executing it or any other guaranty. Time is of the essence under this Guaranty and any amendment to it.

6. Any legal actions or proceedings regarding this Guaranty may be brought only in the federal or state courts situated in the County in which the Premises are located. By executing and delivering this Guaranty, Guarantor irrevocably submits to such jurisdiction and irrevocably waives all objections that it may have as to jurisdiction or venue in these courts. If Landlord commences an action or undertakes any effort to collect or enforce this Guaranty, Landlord shall be entitled to its reasonable attorney's fees and costs. Until paid, all sums due Landlord shall bear interest at ten percent (10%) per annum.
7. Any notice or demand given hereunder shall be in writing by: (a) personal service; (b) registered or certified, first class mail, return receipt requested; or (c) recognized overnight express delivery service. A party may change its address by written notice as provided above. Until such notice is received, the last address stated by notice or herein shall continue in effect. Any notice or demand delivered personally or by such express service shall be deemed received on delivery; if mailed, it shall be deemed received forty-eight (48) hours after deposit in the U.S. mail. Unless changed, Landlord's address for notices shall be: 6018 South Durango Drive, Suite #110, Las Vegas, Nevada 89113.
8. Guarantor has had its own independent legal counsel review this Guaranty and has been advised of its obligations and waiver of any rights hereunder.
9. This Guaranty may be executed in counterpart, each of which counterparts shall be an original and all of which together shall constitute this Guaranty. The failure of any Guarantor to sign shall not relieve the others from their obligations hereunder. Guarantor warrants that it has full power and authority to sign this Guaranty and perform all its obligations under it. Any initial-capitalized terms contained in but not defined in this Guaranty, but defined in the Lease, shall have the definition contained in the Lease.
10. Guarantor acknowledges it has had the advice of counsel of its choice with respect to its rights to trial by jury under the Constitutions and laws of the United States and the State. To the greatest extent permitted by Applicable Law, Guarantor expressly and knowingly waives and releases all such rights to trial by jury in any action, proceeding, or counterclaim brought by any party involving this Lease or Guaranty.
11. Guarantor waives:
 - 11.1. Notice of acceptance of this Guaranty; demand for payment, presentment and protest, and any other notice regarding any obligations under the Lease;
 - 11.2. Any defense and right to assert or plead any statute of limitations relating to Guarantor's liability or the enforcement of this Guaranty or the Lease, any disability or other defense of Tenant, any abandonment or rejection of the Lease, or any amendment, renewal, assignment, release or limitation of liability of Tenant to Landlord under the Lease or otherwise;

11.3. Any right to require Landlord to apply to any default, any security deposit or other security it may hold under the Lease;

11.4. Any right of subrogation, indemnity, or contribution, and any other rights and defenses under Applicable Law;

11.5. Any defense it may acquire by reason of Landlord's election of any remedy against Guarantor or Tenant including Landlord's election to exercise its rights to occupy the Premises;

11.6. All rights and remedies which Guarantor may have or may be able to assert by reason of applicable State laws pertaining to the rights and remedies of guarantors and sureties;

11.7. Any defense based on bankruptcy, insolvency, reorganization, liquidation, or the like, of Tenant, including any election by Tenant under any federal or State bankruptcy law or the disallowance of all or part of Landlord's claim(s) for payment under any provision of any federal or State bankruptcy law; and

11.8. Any defense based on the invalidity or unenforceability of the Lease or this Guaranty. This Guaranty shall remain in full force and effect regardless of any extension, modification, assignment or alteration of the Lease, whether made with or without Guarantor's consent.

11.9. Any right to require Landlord to proceed against Tenant or any other person or to proceed or exhaust any security held by Landlord or to pursue any other remedy before proceeding against Guarantor.

11.10. Any right to receive notice of or to consent to any amendments that may hereafter be made to the Lease.

11.11. Any defense based on the fact that Guarantor's obligations may be larger or more burdensome than that of Tenant's under the Lease.

11.12. Nothing contained in the Guaranty shall prevent Landlord from exercising its rights under the Lease, and the exercise of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantor. Consequently, Guarantor expressly waives all benefits under Applicable Law.

Dated:

"Guarantor"

N/A

EIN #


Address:

Addendum No. 1 SUBLEASING

Landlord shall allow Tenant to sublet, assign, or transfer its interest in the Lease to Clark County and/or The Harbor, with Landlord's consent, which consent shall not be unreasonably withheld. At the time Tenant plans to sublet, assign, or transfer its interest in the Lease, Tenant shall notify Landlord with its intent at least sixty (60) days before the date.

This document may be signed in counterparts.


"Landlord"

By: 
By: _____
1/27/2021 9:31:52 AM PST


IN WITNESS WHEREOF, this Summary of Fundamental Lease Provisions has been duly executed by the parties as of the date noted below.

DATE OF CITY COUNCIL ACTION: December 15th, 2020

**TENANT:
CITY OF HENDERSON**

DocuSigned by:
By: 
Richard A. Derrick
City Manager/CEO

APPROVED AS TO FORM:


DocuSigned by:
By: 
Nicholas G. Vaskov
City Attorney

DS
SLG
CAO

ATTEST:

DocuSigned by:
By: 
Lisa Corrado, AICP
Interim City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:
By: 
Jim McIntosh
Chief Financial Officer

LANDLORD: *Sarbjit Hundal*

TENANT: *City of Henderson*

PREMISES: *98 East Lake Mead Parkway #207, Henderson, NV 89015*

In reference to the Office Space Lease, ("Lease") dated as of the Reference Date whereby Landlord agrees to lease Premises to Tenant:

1. **Governing Law:** Lease shall be governed by Nevada law, without regard to its principles of conflict of laws.
2. **Guaranty:** There shall be no guaranty required for this Lease
3. **Indemnification:** All indemnification provisions by Tenant shall be limited pursuant to NRS.41.035, specifically including, but not limited to Sections 3.4, 6.2.3, 6.3.1, 9.1, 12.12, 12.21, and 12.22.3.
4. **Public Records:** This Lease shall be subject to the public records Laws and regulations set forth in Chapter 239 of the NRS and NAC. Therefore, Tenant's records are public records and are subject to inspection and copying by any person unless there is an applicable exception or the record is declared by applicable law to be confidential. Landlord is advised, and acknowledges, that the Lease and documents provided in connection with this Lease become a public record and, unless the information is declared by law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying.
5. **Professional Liability:** Section 8.3.5 of the Lease shall be deleted in its entirety and replaced with the following: "8.3.5. Professional Liability. At all times during the Term, Tenant or Tenant's "medical staff" designee shall procure and maintain insurance against liability imposed by Applicable Law on Tenant or Tenant's "medical staff" designee for damages on account of professional services rendered or which should have been rendered by Tenant or Tenant's "medical staff" designee on account of injury, sickness or disease, including death at any time resulting therefrom, and including damages allowed for loss of service, in an amount reasonably related to the type of use of Tenant or Tenant's "medical staff" designee. Tenant may elect to self insure to cover this or any other insurance provision contained within this Lease.
6. **Parking:** Section 3.8 of the Lease shall be deleted, as it is duplicative of Section 3.9. Tenant acknowledges that no set number of parking spaces are guaranteed for Tenant's use, but notwithstanding the foregoing, should Tenant be deprived of sufficient parking for Tenant's intended purposes and the Use provision provided herein, Tenant shall have the right to terminate this Lease upon 30 days' notice to Landlord.
7. **Limitation of Landlord's Liability:** The last sentence in Section 7.3 shall be deleted.
8. **Tenant's Insurance:** :Section 8.3 shall be modified to include the following sentence: "Notwithstanding the provisions of this Section, Tenant may elect to self insure to cover its insurance obligations in this or any other insurance provision contained within this Lease."
9. **Services by Landlord:** Section 4.3 "Services Provided by Landlord" shall be modified to include "Landlord shall also be responsible for providing regular monthly pest control services throughout the term of the Lease."
10. Section 1.3.2(d) shall be deleted in its entirety and replaced with the following:
1.3.2(d) If Landlord is unable to deliver to Tenant possession of the Premises within one (1) month after the Projected Commencement Date, Tenant may, as its sole remedy, cancel this Lease by written notice of termination on such ground provided Landlord receives such notice within ten (10) business days after the expiration of such one (1)-month period. Except for the return of any Security Deposit, neither party shall have any liability to the other by reason of such termination.
11. **Days or Business Days:** Wherever the term "days" or "business days" are used throughout the Lease, they shall mean any day that is not Friday, Saturday, Sunday, or Holiday."
12. **Definitions:** Exhibit A shall be revised to delete the existing definitions noted, and replace them

” - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas (or any day set aside to celebrate such holidays), and additional days now or later designated as holidays, similar to such stated holidays in the scope of their observance, by the USA or the State of Nevada, or the City of Henderson. “Tenant Party” - Any Person for whom Tenant is responsible and who additionally is actually on, in, or using the Premises, including its agents, employees, contractors, invitees, licensees, or other Persons entering the Premises at Tenant's request, license, or invitation.


- 13. If there is any conflict between any provision of the Summary and any specific clause of the Lease, the specific clause of the Summary shall prevail. If there is any conflict between any addendum or exhibit to the Lease and the Lease, the addendum or exhibit shall control. Signatures evidencing the parties' agreement to the Lease Summary and the Lease appear on page 34.
- 14. Landlord represents and warrants that the Ground Lease between Pacific Medical Buildings, Inc. as Tenant and St. Rose Dominican Hospital as Landlord dated May 21st 1991 was assigned to Sarbjit Hundal as Tenant on October 16, 2017.

This document may be signed in counterparts.


IN WITNESS WHEREOF, this Summary of Fundamental Lease Provisions has been duly executed by the parties as of the date noted below.


DATE OF CITY COUNCIL ACTION: December 15th, 2020

**TENANT:
CITY OF HENDERSON**

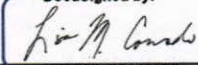
DocuSigned by:
 By:  for
 Richard A. Derrick
 City Manager/CEO

APPROVED AS TO FORM:

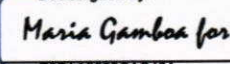
DocuSigned by:
 By: 
 Nicholas G. Vaskov
 City Attorney

DS

 CAO

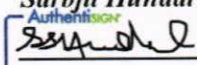
ATTEST:

DocuSigned by:
 By: 
 Lisa Corrado, AICP
 Interim City Clerk

APPROVED AS TO FUNDING:

DocuSigned by:
 By: 
 Jim McIntosh
 Chief Financial Officer

LANDLORD:

Sarbjit Hundal
 Authentisign

 01/27/2021
 Date



9360 W Flamingo Rd. Ste110 Attn :365
 Las Vegas, NV 89147
 LowPriceRepair@Gmail.Com
 702-752-0758
 License : 2000127.023-120

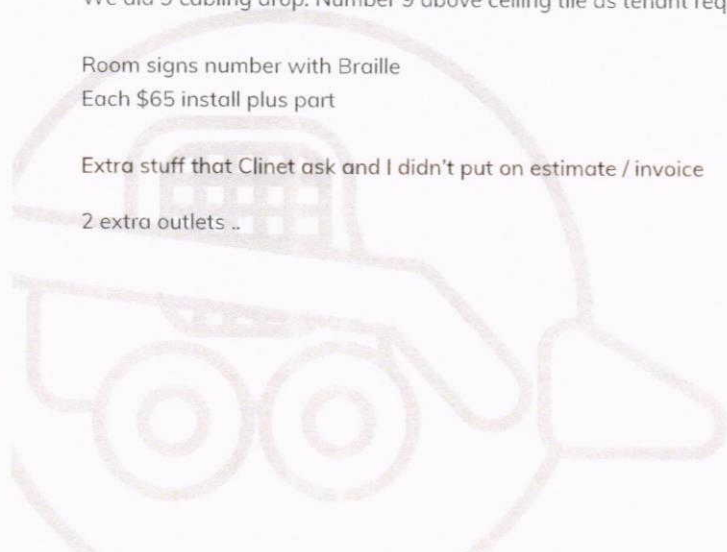
Call 4 Handyman

Invoice

Bill To: St Rose Location 206#
 David@davidhoule.net
 98 E Lake Mead Pkwy
 Henderson, NV, 89015

Invoice No: 21465
 Date: 12/23/2020
 Terms: NET 0
 Due Date: 12/23/2020

Description	Quantity	Rate	Amount
Painting unit. Fix drywall. Texture and patch	2,158	\$2.00	\$4,316.00*
6.1.3	1	\$1,800.00	\$1,800.00*
6.1.4			
6.1.5			
6.1.6			
6.1.8			
Price for 1 cabling IT per room Labor and part \$635 each room All cabling from wall up to ceiling Above ceiling into piping all the way to data room That's include cabling - boxes - Pipes	8	\$635.00	\$5,080.00*
We did 9 cabling drop. Number 9 above ceiling tile as tenant requested (number 9 no charge)			
Room signs number with Braille Each \$65 install plus part	12	\$65.00	\$780.00*
Extra stuff that Clinet ask and I didn't put on estimate / invoice 2 extra outlets ..	2	\$195.00	\$390.00*



Description	Quantity	Rate	Amount
Extra stuff that Clinet ask and I didn't put on estimate / invoice	27	\$95.00	\$2,565.00*

Price provide for "1 drop each" not for "4 drop each"

9 places of 4 drops

I only charge for 8 places (room)

Each room have 4 drop x 8 = 32 Drops

8 rooms have extra 27 drops

Each room Clinet ask 4 line drop on each box on each room)

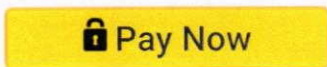
*Indicates non-taxable item

Payment Details

Check Deposit

Subtotal	\$14,931.00
Discount	\$3,500.00
Total	\$11,431.00
PAID	\$10,000.00

Balance Due \$1,431.00

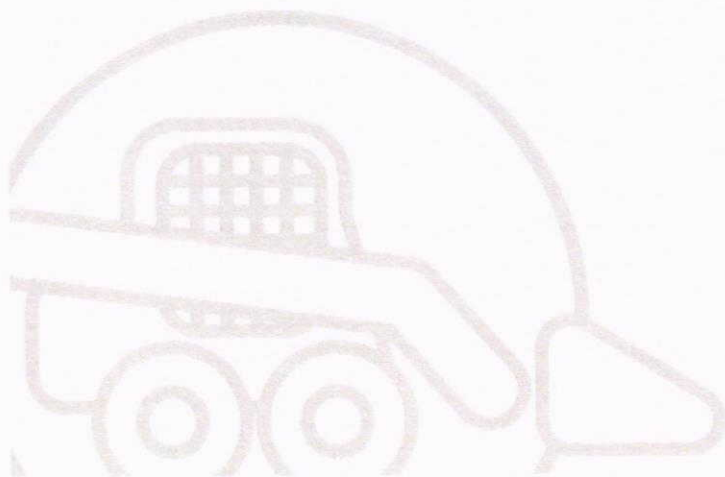
 Pay Now





Notes

Thank You So Much For Your Business





9360 W Flamingo Rd. Ste110 Attn :365
Las Vegas, NV 89147
LowPriceRepair@Gmail.Com
702-752-0758
License : 2000127.023-120

Call 4 Handyman

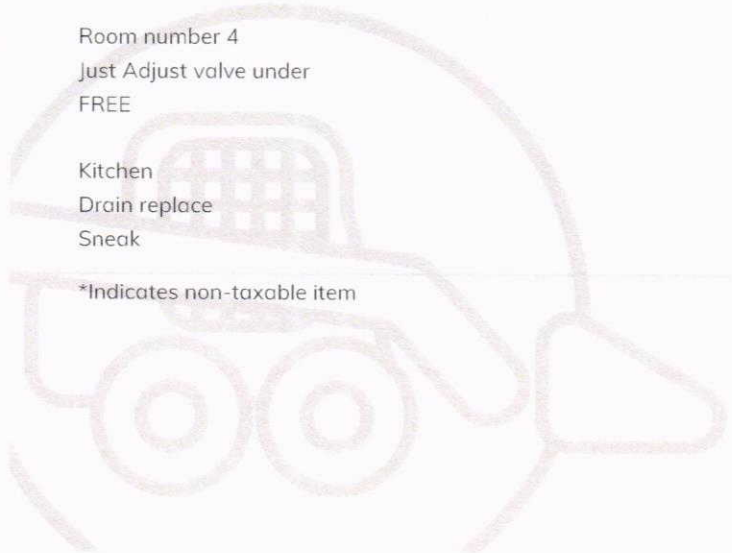
Invoice

Bill To: St Rose Location 206#
David@davidhoule.net
98 E Lake Mead Pkwy
Henderson, NV, 89015

Invoice No: 21473
Date: 01/21/2021
Terms: NET 0
Due Date: 01/21/2021

Description	Quantity	Rate	Amount
Plumbing repair. Drain replace and sneak drain Pipes	1	\$0.00	\$0.00*
Room number 1 Drain replace	1	\$85.00	\$85.00*
Drain sneak	1	\$135.00	\$135.00*
Room number 2 Drain replace	1	\$85.00	\$85.00*
Room number 3 Just adjust valve under	1	\$0.00	\$0.00*
FREE			
Room number 4 Just Adjust valve under FREE	1	\$0.00	\$0.00*
Kitchen Drain replace Sneak	1	\$220.00	\$220.00*

*Indicates non-taxable item



Payment Details

Check Deposit

Subtotal	\$525.00
Total	\$525.00
PAID	\$0.00

 Pay Now



Balance Due **\$525.00**

Notes

Thank You So Much For Your Business



