

April 3, 2024

Ms. Alexandria Hicks, CON Program Coordinator
Department of Health, Certificate of Need Program
3601 C Street, Suite 978
Anchorage, AK 99503

VIA EMAIL: alexandria.hicks@alaska.gov
heidi.barnes@alaska.gov

Re: Response to request for additional information – RFD dated 3/11/2024

Dear Ms. Hicks,

In regards to your request for additional information in your letter dated April 1, 2024 concerning Imaging Associates' original Request for Determination, please find the requested information below:

1. "Provide and updated lease agreement for IA's facility located at 12001 Business Boulevard, Suite 3A, Eagle River..."
 - a. We have attached the updated lease agreement between Eagle River Medical Plaza and Imaging Associates. It is unclear as to why this is relevant to this RFD as the MRI will be installed in space currently being leased by Imaging Associates, no additional square footage is being added for the MRI or fluoroscopy modalities.

2. "Provide additional information regarding the de-installation of the existing MRI machine in IA's Anchorage location, and its relocation to IA's Eagle River location. Specifically, the CON Program seeks clarification on when the Eagle River facility will begin providing MRI services..."
 - a. If we are able to receive determination from the CON Program within the next two weeks, we will immediately begin the project and the project will be approximately six months. We would begin providing MRI services in Eagle River in October 2024. Given the seasonality of Alaska, it is critical we are able to move the MRI as soon as we are able to in order to avoid any timeline constraints due to weather. If we

receive a favorable determination from the CON Program later than the next two weeks, then we anticipate that the construction will be significantly delayed due to seasonal construction limitations and that patients would not be able to receive MRI services in Eagle River until roughly mid-2025.

3. “Provide, in detail, the plan to “upgrade and provide routine maintenance” to the relocated MRI machine. For instance, does IA plan to upgrade and provide this routine maintenance while the machine is operational, or is there some other plan to provide services while these upgrades and maintenance are occurring?...”
 - a. IA will de-install the MRI machine referenced in Anchorage, move that MRI to IA’s Eagle River location, install, and conduct the upgrade and routine maintenance prior to providing MRI services in the Eagle River location. The reason for conducting the upgrade and maintenance during the relocation, and prior to providing services, is that doing so during the time of the move will prevent interruption in services in the near future which would impact timely access to services. Upgrade and maintenance will simply enhance quality of existing exams.

4. “As it relates to #3, please provide further information regarding the Bill of Sale of the existing MRI machine to FUJI, submitted in the March 11, 2024, RFD, and the associated expenditure of \$100,000. It is unclear what this expenditure represents.”
 - a. The FUJI quote for \$100,000 is not an expenditure. It is simply the documented Fair Market Value of the Hitachi Oasis MRI that IA plans to relocate to its Eagle River location. FUJI purchased Hitachi a couple years ago, therefore the name of the quote is coming from the FUJI company.

5. “Please confirm, to the best of your knowledge, all costs have been submitted to the CON Program for this RFD review, and these are certified estimates inclusive of labor, permits, materials, and services necessary to complete IA’s proposed project. Submit any costs that may have been omitted in the original RFD”
 - a. To the best of my knowledge, all costs pertinent to this RFD have been submitted and the estimates provided are inclusive of labor, permits, materials, and services necessary to complete IA’s proposed project. Certain non-medical staff will be displaced from the existing Eagle River facility if the project goes forward, and IA has considered different alternatives for dealing with those staff. IA may choose to rent additional space to house these non-medical staff or it may transfer the staff to a different IA facility, or it may outsource the services that those staff provided.



6. "Please provide any existing or proposed plan to replace the MRI machine at IA's facility in Anchorage once it has been uninstalled and relocated to its Eagle River facility. It is unclear whether IA plans to replace the MRI machine in the future; or will its Anchorage facility no longer offer MRI services?"
 - a. IA is obtaining a new MRI at its Anchorage location, thus making the Hitachi Oasis MRI available for relocation to Eagle River. It is our understanding that the replacement of the Anchorage MRI is not related to this RFD.

As indicated in item #2, a timely determination from the State of Alaska is respectfully requested to allow for an earlier date in which we are able to provide necessary services to the community of Eagle River.

Thank you for allowing us to provide clarification on these items. Please advise if you need additional clarity on the topics identified above.

Sincerely,

Ward Hinger
CEO

Enclosure: ERMP and IA Lease Agreement

MEDICAL OFFICE LEASE

THIS MEDICAL OFFICE LEASE ("Lease") is made and entered into as of the 1st day of March , 2024 (the "Effective Date"), and constitutes an agreement by and between EAGLE RIVER MEDICAL PLAZA, LLC, an Alaska limited liability company (the "Landlord"), and IMAGING ASSOCIATES, LLC an Alaska limited liability company (the "Tenant").

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. THE PREMISES. Landlord hereby leases to Tenant Suite A, a portion of 12001 Business Park Boulevard, Eagle River, AK 99577, incorporated herein ("Premises"), as legally described on Exhibit A and as shown on the floor plan attached hereto and incorporated herein as Exhibit B. The Premises is located within the condominiums owned by Eagle River Medical Plaza, LLC, which is within the building commonly known as the Eagle River Town Center, located at 12001 Business Park Boulevard, Eagle River, AK 99577 ("Condominium" or "Building"). In addition to the Premises, pursuant to the terms of Section 5 below, Tenant shall have the right to use the Condominium's Common Elements (as defined in the Declaration) and the Limited Common Elements (as defined in the Declaration) assigned to the Premises pursuant to the Declaration. The Premises, using BOMA standards, is determined to be 7,171 net rentable square feet and shall be subject to remeasurement during the Lease Term. Tenant's Pro Rata Share, Rent, the Allowance, Additional Rent if any, and any other terms, shall be based upon 7,171 net rentable square feet.

Tenant acknowledges and agrees that, except as expressly set forth in this Lease, there have been no representations or warranties made by or on behalf of Landlord with respect to the Premises or with respect to the suitability of the Premises for the conduct of Tenant's business.

2. USE OF PREMISES.

A. Permitted Use. Tenant shall use the Premises solely for the operation of a medical clinic providing diagnostic imaging and services ancillary to the provision of diagnostic imaging services. Tenant shall not use the Premises for any other use or purpose without the prior written consent of the Landlord, which consent may not be unreasonably withheld ("Permitted Use"). Notwithstanding the foregoing, Tenant's use of the Premises shall at all times comply with the use requirements set forth in that certain Declaration of Eagle River Town Center, recorded in the Anchorage Recording District on July 31, 2008, as Document No. 2008-043801-0, Third Judicial District, State of Alaska, as amended by that that First Amendment to Declaration of Eagle River Town Center, recorded in the Anchorage Recording District on May 23, 2014, as Document No. 2014-019659-0, Third Judicial District, State of Alaska (collectively, the "Declaration"); the Bylaws of Eagle River Town Center Owners Association, Inc. (the "Bylaws") the Rules of Eagle River Town Center, A Leasehold Common Interest Community (the "Rules"), as adopted by the Eagle River Town Center Owners

Association, Inc. (the "Association"); and any other rules and regulations applicable to the Condominium; each as amended or updated from time to time, and each of which is incorporated herein by this reference ("Other Rules") (the Declaration, Bylaws, Rules, and Other Rules are collectively referred to as the "Rules and Regulations"). The Rules and Other Rules in effect as of the Effective Date are subject to the Declaration and Bylaws and are attached to, and incorporated herein, as Exhibit C.

B. Compliance with Laws, Condominium Declaration and Rules and Regulations. Tenant shall not use or occupy the Premises or permit the use or occupancy of the Premises for any purpose or in any manner which: (1) is unlawful or in violation of any applicable legal or governmental requirement, ordinance or rule; (2) may be dangerous to persons or property; (3) may invalidate or increase the amount of premiums for any policy of insurance affecting the Premises or Condominium; (4) may create a nuisance or disturb any other tenant or occupant of the Condominium; and (5) does not comply with the restrictions for use set forth in the Rules and Regulations. This Lease is subject and subordinate to, and Tenant shall comply with the Rules and Regulations as they may currently exist and as amended, modified, or replaced in the future. Tenant shall not directly or indirectly make or permit any use of the Premises which may be prohibited by the Rules and Regulations. If any government license or permit is required for the proper and lawful conduct of Tenant's business activity carried on from the Premises, then Tenant, at its expense, shall duly procure and thereafter maintain such license or permit. To the extent there is any conflict between this Lease and applicable provisions of the Rules and Regulations, the Rules and Regulations, as applicable, shall control. This Lease incorporates the Rules and Regulations as a personal obligation of Tenant. Tenant attorns to the Association as landlord solely for the purpose of enforcing the restrictions of the Rules and Regulations according to the procedure set forth in Section 9.1(d) of the Declaration. The Association will have the right and power to exercise the landlord's rights of summary eviction against Tenant in the event Tenant violates the restrictions of the Rules and Regulations according to the provisions of Section 9.1(d) of the Declaration.

C. Signage. Subject to Landlord's approval regarding design and location in accordance with the terms and conditions of this Lease and subject to Landlord's and the Executive Board of the Condominium Association's pre-approval in accordance with Section 6 of the Rules, Tenant will be permitted to have signage with Tenant's business name on the exterior directory at both the west and north entrances and signage on both sides of the monument sign. All signage shall be subject to Landlord's final written approval, which shall not be unreasonably withheld. Landlord shall be responsible for cost of the monument and directory signage, including, permits, installation, maintenance, power and removal. Subject to Landlord's final written approval, such approval not to be unreasonably withheld or delayed, Landlord will install signage adjacent to the interior entrance to the Premises at Landlord's sole cost and expense. Except for such signage, Tenant will not erect or place, or permit to be erected or placed, or maintain any signs of any nature or kind whatsoever on the exterior walls or windows of the Premises or elsewhere in the Building or the Common Elements without Landlord's prior written consent, which consent will not be unreasonably withheld. The following applies to all signage: (i) signage must comply with all applicable governmental requirements, (ii) Tenant must receive all necessary permits from the governmental agency having jurisdiction over such signage, (iii) such signage must be installed and maintained in good, safe and first class condition, and removed at the end of the Lease Term, with all damages

attributable to its installation or removal repaired, at Tenant's sole cost, and (iv) Tenant must obtain Landlord's approval of the design, location, size, materials and method of installation of such signage.

3. TERM. This Lease shall be for a term of Ten (10) years (the "Initial Term"), effective and binding as of the Effective Date, and shall terminate at the end of the day one hundred twenty (120) months therefrom; provided however that delivery of the Premises and commencement of rent shall be as provided herein.

A. Delivery of Premises: [Intentionally Omitted].

B. Lease Commencement: Lease Commencement shall begin on the 1st day of March 2024.

C. Rental Commencement: Rent Commencement shall begin on the Lease Commencement Date.

D. Lease Extension(s): Provided that Tenant is not in default of any term or condition of this Lease, Tenant may renew the Lease Term for two (2) term(s) of five (5) years ("Renewal Term") by providing Landlord with written notice for renewal no earlier than Three Hundred Sixty-Five (365) days, and no later than Two Hundred and Seventy (270) days, prior to the expiration of the Initial Term; provided that, prior to the Renewal Term, the Parties agree to the Base Rent payable by Tenant during such Renewal Term. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term."

4. RENT. Tenant agrees to pay Landlord the following amounts (individually and collectively referred to as "Rent"):

A. Base Rent. Upon Rent Commencement, Tenant shall pay to Landlord "Base Rent" in the sum of Twenty-One Thousand one hundred fifty-four and 68/100 Dollars (\$21,154.68) per month, calculated at a rate of Two Dollars and Ninety-Five hundredths Dollars (\$2.95) per rentable square foot per month, based on the Premises constituting 7,171 rentable square feet. The first (1st) monthly installment of Base Rent shall be due and payable on the Rent Commencement set out in 3C. Base Rent shall be payable thereafter in equal monthly installments in advance, by the first (1st) day of each calendar month, without deduction, right of set-off or counterclaim as further set forth in the Rent Schedule below. The Base Rent for any partial month during the Term shall be prorated based on the number of days in such partial month. The Base Rent for the Initial Term and each Renewal Term shall increase annually by the Consumer Price Index for Anchorage, Alaska over a 2023 Base Year as further described herein below; provided, however, such increases shall be no less than two and on-half percent (2.5%) and no more than five percent (5%) per year. On the first (1st) anniversary of the Rent Commencement Date of the Initial Term of this Lease, and each year thereafter on the same date, (each such date referred to as an "Adjustment Date") the Base Rent described herein shall increase by the percentage increase in the consumer price index ("CPI") as described in the following paragraph:

The CPI shall be determined by using Consumer Price Index for All Urban Consumers, All Items, Anchorage, Alaska based on 1982-1984=100, as published by the U.S. Department of

Labor, Bureau of Labor Statistics. The base index for computing the adjustment shall be the CPI for the semi-annual period published most recently prior to the Rent Commencement Date, and the adjustment index shall be the CPI for the semi-annual period published most recently prior to the subject Adjustment Date. The rent increase percentage shall be based upon the amount by which the Adjustment Date index exceed the base index, divided by the base index. For example, if the base index is 215 and the Adjustment Date index is 225, the rent increase percentage would be $(225-215)/215 = 4.65\%$. The Monthly Rent shall not be less than the Monthly Rent paid during the immediately preceding period.

If the CPI is discontinued or revised during the Term or, if for any reason the CPI statistics are not available, the adjustment to the Monthly Rent shall be computed by reference to whatever statistics are at the time available most nearly resembling the statistics reflected by the Index. The adjustment to the Monthly Rent as provided herein shall be made in addition to any other adjustments or amounts to be paid by Tenant under the terms of the Lease.

B. Security Deposit: Tenant has previously provided Landlord a Security Deposit equal to Twenty Thousand and No/100 Dollars (\$20,000.00) as security for the faithful payment and performance of the obligations under this Lease. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the security deposit for the payment of any rent or any other sum in default or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within ten (10) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest by it. The security deposit or any balance thereof shall be returned to Tenant within thirty (30) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

C. Electrical, Communications and Bio-Medical Janitorial Charges In addition to the Base Rent, Tenant shall establish an account with the appropriate electrical and communications supplier for the Premises and shall pay and keep current all electrical usage and communications charged against the Premises during the Term of this Lease. Tenant shall be responsible for any and all electrical and communications charges and shall pay, without delinquency, such charges incurred throughout the term of the Lease. In addition, Tenant is solely responsible to engage janitors to provide any needed bio-medical needs beyond the standard five (5) day janitorial services provided by the Landlord for the Premises and shall pay all charges for such bio-medical janitorial services during the Term of this Lease.

D. Additional Rent. Common Area Maintenance (CAM) shall be charged to Tenant monthly as Additional Rent, which includes common and unit operating expenses servicing the Premises.

- (a) Additional Rent consists of the following:
- (1) any sum owed for costs incurred by Landlord which are in excess of the sum of any tenant improvement allowance upon which Landlord and Tenant have agreed for Tenant's Premises;
 - (2) any sum owed as a "Surcharge" (as defined in Section 16);
 - (3) any other sums owed by Tenant to Landlord pursuant to the terms of this Lease or otherwise arising in connection with Tenant's occupancy of the Premises; and
 - (4) Tenant's "Proportionate Share" of "Operating Costs."
- (b) Tenant's Proportionate Share of Operating Costs shall be determined as follows:
- (1) Operating Costs means all fees, expenses, costs, and disbursements (except for specific costs billed to and paid by specific tenants, and rental commissions) of every kind and nature which Landlord undertakes, pays or is obligated to pay because of, or in connection with, the ownership, management, operation, repair, replacement, and maintenance of the Building, including without limitation, the following:
 - (i) wages and salaries of all employees reasonably engaged in the operation and maintenance of Building, including taxes, health and workers compensation insurance premiums, and benefits relating thereto, employer's social security taxes, unemployment taxes or insurance, and all other fees and taxes levied on such wages, salaries, or benefits;
 - (ii) ordinary costs of water sewer service, electricity, gas, heating, lighting, air conditioning, ventilating and other utilities for the Building;
 - (iii) costs of casualty, liability, and other insurance, increases to such insurance costs caused by Tenant, and as otherwise required by this Lease or Landlord's Deeds of Trust;
 - (iv) all fees, taxes, assessments, and other governmental charges, attributable to the Building, or the operation thereof;
 - (v) costs of security, repairs, and general maintenance;
 - (vi) amortization of expense items incurred hereafter treated as capital in accordance with generally accepted accounting

principles, which items are reasonably intended to reduce Operating Costs, or which are required by any governmental authority (such costs shall be amortized over the reasonable life of the capital investment items), with the reasonable life and amortization schedule being determined in accordance with Internal Revenue Service definitions, consistently applied, but in no event shall such costs extend beyond the reasonable useful life of the Building;

- (vii) Landlord's accounting, legal, and other costs applicable to the management of the Building;
 - (viii) any and all reasonable management fees relating to the management of the Building; provided, however, the amount of management fees to be included in the operating expenses shall not exceed six percent (6%) of all sums to be paid by tenants of the Building as rent during any year and shall not be applied against real estate taxes and insurance; and
 - (ix) sales, use, or lease taxes.
- (2) Notwithstanding anything contained herein to the contrary, the following are expressly excluded from Operating Costs:
- (i) charges for electricity, water or other utilities or services which are separately billed to and paid by Tenant or any other tenant of the Building;
 - (ii) amortization of capital expenditures (except as provided in subsection (vi) above);
 - (iii) late fees incurred by Landlord due to the Landlord's late payment of bills;
 - (iv) income, profit, franchise, corporate, capital stock or other taxes based upon or measured by the income of Landlord from the operation of the Building;
 - (v) principal or interest payments on any indebtedness of Landlord;
 - (vi) depreciation (except as permitted pursuant subsection (vi) above);
 - (vii) amounts paid to an affiliate of Landlord for goods or services in excess of the amounts which would have been paid for the same goods or services in the absence of such relationship;

- (viii) the cost of Building alterations and leasing commissions in connection with leasing space in the Building;
 - (ix) repairs paid by proceeds of insurance, by Tenant, or by any third parties, and alterations attributable solely to tenants of the Building other than Tenant;
 - (x) any other costs or expenses incurred by Landlord which are not chargeable in accordance with generally recognized industry practices to the management, operation, maintenance or repair of the Building;
 - (xi) landlord's payment of damages for personal injury resulting from the negligence of willful acts of Landlord or any of its responsible parties;
 - (xii) Costs for which Landlord is reimbursed (other than Operating expenses paid by Tenant);
 - (xiii) Costs of installing any specialty service, such as a broadcast facility, athletic or recreational club;
 - (xiv) Cost of any art work used to decorate the building; and
 - (xv) Annual increases in controllable Operating Costs that exceed five percent (5%) on a non-cumulative, non-compounding basis. As used herein, "controllable Operating Costs" means all Operating Costs other than real estate taxes, insurance, condominium dues, utilities, and refuse collection.
- (3) "Operating Costs" shall mean the actual Operating Costs for any calendar year within the term of this Lease. At Landlord's option, Landlord may estimate the amount of Operating Costs to be incurred in any year and the Additional Rent due hereunder. In the event Landlord elects to so estimate the Operating Costs and the Additional Rent due hereunder, Landlord shall give Tenant written notice of such estimate. Thereafter, Tenant shall pay to the order of Landlord one twelfth of the amount of Landlord's estimate of the Additional Rent, on the first day of each calendar month during the Term, which payment shall be in addition to any installment of the Base Rent payable on each such date. Within ninety (90) days after the end of each year during the Term Landlord shall deliver to Tenant a statement setting forth Landlord's computation of the Additional Rent, including a statement of the actual Operating Costs for the prior year. If any Additional Rent is due from Tenant to Landlord in addition to the amounts paid by Tenant pursuant to the advance estimate by Landlord of Additional Rent, such Additional Rent shall be paid by Tenant to Landlord within thirty (30) days after the date of Tenant's receipt of Landlord's statement setting

forth the actual Operating Costs for such year, and the amount of the Additional Rent payable on account thereof. In the event the amount paid by Tenant pursuant to the advance estimate by Landlord of the Additional Rent exceeds the actual amount of the Additional Rent, such excess amount paid by Tenant shall be credited against the next maturing installments of Tenant's Pro Rata Share of excess Operating Costs for the next year, or, at Tenant's option, will be promptly refunded to Tenant. Notwithstanding the foregoing or anything to the contrary in this Lease, Tenant shall not be obligated to pay for Controllable Operating Costs in any year to the extent they have increased by more than five percent (5%) per annum, compounded annually on a cumulative basis from the first calendar year of the Lease Term. For purposes of this Lease, Controllable Operating Costs shall mean all Operating Costs except for Taxes, insurance costs, wages and salaries affected by the minimum wage, utility costs, snow and ice removal for the Building and the Project, if any, and costs arising from new laws enacted after the Effective Date of this Lease. Controllable Operating Costs shall be determined on an aggregate basis and not on an individual basis.

- (4) "Tenant's Proportionate Share" shall mean the rentable area of the Premises divided by the rentable area of the Building on the last day of the calendar year for which Operating Costs are being determined. Except as provided expressly to the contrary herein, the "rentable area of the Building" shall include all rentable area of all space leases or available for lease in the Building, which Landlord may reasonably re-determine from time to time, to reflect any re-measurement in accordance with the "BOMA Standard" (as hereinafter defined) or any re-configurations, additions or modifications to the Building. The parties agree that the rentable area of the Building is 23,830 square feet. The Tenant's approximate percentage of lease space shall be identified as 30.1%.

The amount of such Additional Rent, subject to redetermination by Landlord from time to time, is currently estimated to be equal to One Dollar (\$1.00) per rentable square foot of lease space per month, or Seven Thousand One Hundred Seventy-One Dollars (\$7,171.00) per month. Additional Rent will be estimated annually, and due on a monthly basis commencing at the Delivery of Premises, and payable along with Base Rent hereunder.

E. Taxes on Rent. Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments by any municipal, state or other governmental body having authority. Such payments shall be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid to Landlord concurrently with the payment of the Rent upon which such

tax is based. Tenant shall not be required to pay taxes for which it obtains exemption and which are not charged to, or otherwise incurred by, Landlord on behalf of Tenant.

F. Late Payments. If any installment of Rent is not paid within five (5) days of the date such sums are due, Tenant shall pay to Landlord a late charge equal to the greater of (i) \$250, or (ii) five percent (5%) of the overdue amount, to reimburse Landlord for the costs relating to collecting and accounting for said late payment(s). In addition, any Rent due from Tenant shall bear interest at the greater of: (a) ten percent (10%) or (b) the prime rate of interest, as published in the *Wall Street Journal* (on the date of nonpayment), plus three percent (3%), calculated at the time of such nonpayment by Tenant; provided that such rate of interest shall not exceed the highest rate of interest allowed by law, and provided further that the applicable grace period has passed (the "Interest Rate"). Such late charge and interest shall be deemed "Rent" for all purposes under this Lease. A charge in the amount of Fifty and No/100 Dollars (\$50.00) will be paid by Tenant to Landlord for each check returned "NSF" or otherwise rejected. Acceptance by Landlord of late payments shall not constitute a waiver of any of Landlord's rights and remedies hereunder in the event of Tenant's default.

G. General Rent Provisions. Tenant will pay all Rent to Landlord at the address for Landlord's notices as specified in Section 23.B or to such other party or to such other address as Landlord may designate from time to time, without demand and without deduction, set-off or counterclaim, on or before the first (1st) day of every month during the Term of this Lease. If not otherwise expressly provided in this Lease, all payments of Additional Rent shall be due on the later of (i) the next due date for Base Rent or (ii) ten (10) days after such Rent accrues. As used herein, the term "Additional Rent" shall mean all sums payable by Tenant under this Lease other than Base Rent. Whenever the word "Rent" is used in this Lease, it shall be deemed to include Additional Rent unless the context specifically or clearly implies that only the Base Rent is referenced. All remedies available to Landlord pursuant to the terms of this Lease for non-payment of Base Rent shall be applicable for non-payment of Additional Rent.

5. USE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. Subject to the terms of this Lease, and the applicable Rules and Regulations, Tenant, its agents, employees, contractors, and invitees shall be entitled to use the Common Elements (as defined in the Declaration) designated for use in connection with the Premises and the Condominium, in common with agents, employees, contractors and invitees of any parties to whom the right to use the Common Elements has been granted under the Declaration, including other owners and occupants of the Condominium's units, from time to time, so long as Tenant is not in default under this Lease. In addition, Tenant shall enjoy the use of the Limited Common Elements (as defined in the Declaration) attributable to the Premises.

6. PARKING. Parking is provided on an unreserved basis in the building parking lot located in the front of the building on the Association property and is a common use area and is restricted to use by tenants, building owners and their business invitees. Tenant acknowledges and agrees that: (i) Landlord does not provide security to the parking areas and is under no duty or obligation to provide any such security, and (ii) Landlord shall not bear risk of any personal injury, damage or theft to the property or person of the Tenant, its agents, employees, contractors and invitees in the parking areas. Per the Declaration, any vehicle parked in a Condominium parking area must be properly licensed and in operating condition.

No vehicles shall be left overnight and no junk vehicles are permitted on the Condominium property. Tenant shall further not permit or allow any vehicles to be loaded, unloaded or parked in areas other than those designated for that activity. Tenants shall further not permit the obstruction of any driveways or access to limited common areas of other owners or tenants of the Building and shall obey all posted signs pursuant to the Rules and Regulations.

7. CONDITION OF PREMISES; PERSONAL PROPERTY; TAXES.

A. Condition of Premises. Subject to the terms of the Work Letter, Tenant accepts the Premises in their "as-is", "where-is" condition existing on the date of this lease, and hereby waives all claims relating to the condition of the Premises, except as to Landlord's general maintenance and repair obligations hereunder, if any.

B. Tenant's Personal Property. Tenant acknowledges and agrees that Tenant, at its sole cost and risk, shall be responsible for all necessary and desired furniture, fixtures, equipment, art work, and other items of personal property. Tenant shall also be responsible for the cost of electronic and related equipment that is installed for the exclusive benefit of Tenant that is located inside the Premises. Tenant further acknowledges and agrees that neither the Commencement Date nor the payment of Rent shall be delayed for any period of time due to any delay in the furnishing of the Premises with such personal property.

C. Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, fixtures, equipment and all other personal property of Tenant contained in the Premises. Tenant shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Landlord.

8. QUIET ENJOYMENT. Landlord covenants that it has full right, title, and authority to enter into this Lease. So long as Tenant is not in material breach of its obligations under this Lease, Tenant shall peaceably and quietly enjoy the Premises, subject, however, to zoning laws and ordinances, recorded easements and restrictions, any rights of mortgages, and any other recorded instruments, including, without limitation, the Rules and Regulations.

9. INTERRUPTION OF UTILITY SERVICE. No interruption in, or temporary stoppage of, any of utility services supplied to the Premises caused by repairs, renewals, improvements, alterations, strikes, lockouts, labor controversies, accidents, inability to obtain fuel, supplies, materials, parts or equipment, or other causes beyond the reasonable control of Landlord shall be deemed an eviction or disturbance of Tenant's use and possession, or shall render Landlord liable for damages, by abatement of Rent or otherwise, or relieve Tenant from any obligation herein set forth. Tenant hereby releases all claims against Landlord for damages for interruption or stoppage of any of said services.

10. RIGHTS RESERVED BY LANDLORD. Landlord reserves the following rights for itself and, with respect to this Section 10, for any entity charged with the management of the Condominium (including but not limited to the Association or its Executive Board), exercisable without notice (except as set forth herein) and, except in the event of negligence of Landlord or its agents and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of Rent.

A. Access. To show the Premises at reasonable hours, during the last six (6) months of the Term of the Lease, provided that Landlord shall give Tenant advance notice of at least twenty-four (24) hours to show the Premises and to access the Premises for the purpose of correcting any condition threatening a Unit of the Condominium or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, in accordance with the requirements of Section 6.4 of the Declaration. For purpose of inspection, maintenance, and repair, Landlord may access the roof of the Building via the stairwell located within the Premises.

B. Keys. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises (except for keys to Tenant's safe, if any). All locks shall be on the Landlord master key system and no locks shall be changed without the prior written consent of Landlord, and in the event of any such change, Tenant shall at Tenant's expense furnish to Landlord a key to the changed lock.

C. Alterations. With reasonable notice to Tenant (except in the event of emergency, in which case no notice is required), to decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in or about the Condominium, or any part thereof, and for such purposes to enter upon the Premises, and, during the continuance of any of said work, to temporarily close doors, entryways, public spaces and corridors in the Condominium, and to interrupt or temporarily suspend Condominium services and facilities, all without the same constituting an eviction of Tenant in whole or in part and without abatement of Rent, by reason of loss or interruption of the business of Tenant or otherwise, and without in any manner rendering Landlord liable for damages or relieving Tenant from performance of Tenant's obligations under this Lease; provided that Landlord shall attempt to avoid interruption in Tenant's enjoyment of the Premises to the extent reasonably possible.

D. Title. To have and retain a paramount title to the Premises free and clear of any act of Tenant, except as to rights arising under this Lease.

E. Movement of Equipment. To reasonably approve at all times during the Term of this Lease the weight, size, and location within the Premises of safes, filing systems, and other heavy equipment and articles in and about the Premises and the Condominium, and to require all such items and furniture to be moved into and out of the Condominium and the Premises only at such times and in such manner as Landlord shall direct in writing. Movements of Tenant's property into or out of the Condominium and within the Condominium and Premises are entirely at the risk and responsibility of Tenant, and Landlord reserves the right to require permits before allowing such property to be moved into or out of the Condominium.

11. ENVIRONMENTAL COMPLIANCE.

A. Compliance with All Regulations. In the event any Hazardous Material (hereinafter defined) is brought into or onto the Premises by Landlord or Tenant, each responsible party shall handle any such material in compliance with all applicable federal, state and/or local regulations. For the purposes of this Section, "Hazardous Material" means and includes any medical waste or any hazardous, toxic or dangerous waste, substance or material

defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, Medical Waste Tracking Act, any so-called "Superfund" or "Superlien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Landlord and Tenant shall keep provide each other apprised on an annual basis copies of its approved hazardous materials communication plan, OSHA monitoring plan and permits required by the resource Recovery and Conservation Act of 1976 if Tenant is required to prepare, file or obtain any such plans or permits.

B. Responsibility for Storage and Disposal. Both Landlord and Tenant have the responsibility to see that any Hazardous Material is stored on the Premises in a manner consistent with all applicable laws and the Rules and Regulations. Landlord and Tenant shall remove all Hazardous Material from the Premises to the Building's Hazardous Material holding location, if any, in accordance with all applicable laws and the policies and procedures established by Landlord from time to time, and the same shall thereafter be disposed of by Landlord. Neither party shall cause or permit any Hazardous Materials to be disposed on, under or about the Premises or Landlord's surrounding property without the express prior written consent of Landlord, which consent may be withheld for any reason and may be revoked at any time. Tenant agree agrees not to place or permit to be placed any Hazardous Material in any trash dumpster or other garbage collection bin provided by Landlord for the disposal of Non-Hazardous Material.

C. Indemnification. Landlord and Tenant agree to indemnify each other and hold harmless each other from any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) which the parties may suffer or incur as a result of the parties introduction into or onto the Premises of any Hazardous Material or the removal thereof, except to the extent that such losses, liabilities, damages, costs or expenses arise from the negligent, intentional or willful acts of the other party.

12. DAMAGE, LOSSES AND INDEMNIFICATION.

A. Release. Except when such injury or damage is caused by the sole negligence of Landlord, Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Premises by or from any cause whatsoever, including, without limiting the generality of the foregoing, the following: (i) those caused by snow, ice, or water leakage of any character from the roof, walls, basement or other portion of the Premises or the Condominium; (ii) those caused by gas, fire, oil, electricity or any cause whatsoever in, on or about the Premises or the Condominium; or (iii) those caused by the acts of negligence or intentional misconduct of Tenant, as well as other tenants, invitees or occupants of the Premises or the Condominium.

B. Repair of Damages by Landlord. If any damage to the Premises or the Condominium or any part thereof results from any act or omission of Tenant, its agents, employees, contractors or invitees, Landlord may, at Landlord's option, repair such damage, and Tenant shall, upon demand by Landlord, reimburse Landlord forthwith for all costs of making such repairs, and the amount of such costs shall be deemed Additional Rent hereunder.

C. Tenant is Responsible for Tenant's Property. All property in the Condominium or on the Premises belonging to Tenant, its agents, employees, contractors, invitees, or to any occupant of the Premises shall be at the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation, or loss thereof.

D. Indemnification and Hold Harmless. Except for the gross negligence or willful misconduct of the Landlord, and to the fullest extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord, its officers, directors, agents, employees, contractors, and invitees from and against all claims, damages, liabilities, and expenses (including reasonable attorneys' fees) for any injury or damage to any person or property whatsoever incurred in connection with or arising from: (i) the use, occupancy or manner of use or occupancy of the Premises by Tenant, Tenant's employees, agents, contractors or invitees; (ii) any act or omission or any activity, work, or thing done or permitted by Tenant or its employees, agents, contractors or invitees in or about the Premises or the Condominium; (iii) any breach of this Lease by Tenant or its employees, agents, contractors or invitees; or (iv) any violation by Tenant, its agents, employees contractors or invitees of any federal, state or local law, ordinance, rule or regulation; even though such claims under any or all of the foregoing may prove to be false, groundless or fraudulent. The indemnification obligations under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act.

E. Damage by Fire or Other Casualty. Subject to the applicable provisions of the Rules and Regulations, if the Premises is damaged by fire or other casualty and if such damage does not render all or a significant part of the Premises untenable, then Landlord shall proceed to repair and restore the Premises with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control. The obligations of the Landlord to restore the Premises shall be limited to the proceeds of available insurance. In the event any such fire or casualty damage not caused by the act or neglect of Tenant, its agents, employees, contractors or invitees, renders the Premises untenable and Tenant is not occupying the Premises, then Rent shall abate during the period beginning with the date of such damage and ending with the date when Landlord completes its repair and restoration, provided that such damage is significant such that the tenant cannot carry on its business in the Premises, as damaged.

13. INSURANCE. Tenant's Insurance Coverage. Tenant shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or surplus line insurers as will protect Tenant from claims set forth below and others, which may arise out of or as a result of or in connection with Tenant's operations under this Lease, whether such operations are by Tenant or by a sublessee or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Restrictions, conditions or exclusions contained in the insurance policies shall not reduce the obligations of Tenant under this Lease.

- Claims under worker's compensation, employer's liability, disability benefits, and other similar employee benefit acts.

- Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than Tenant's employees.
- Claims for damages insured by usual personal injury liability insurance coverage which are sustained (1) by a person as a result of any offense directly or indirectly related to the employment of such person by Tenant, or (2) by any other person or entity.
- Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction of tangible property, including loss of use resulting therefrom.
- Claims for damages because of bodily injury, including death of a person or damage to property arising out of the ownership, maintenance or use of any motor vehicle.
- Claims involving Tenant's usual obligations and assumption of liability under this Lease.
- Liability insurance shall include, at a minimum, all major divisions of coverage and be on a commercial general liability form including:

Premises/Operations Liability
Products/Completed Operations Liability
Personal/Advertising Injury Liability
Fire Damage Liability
Medical Payments

- Claims for loss of or damage to improvements and betterments to the Premises made by Tenant and to inventory and other business personal property of Tenant situated in or about the Premises.

A. The insurance required pursuant to this Section 13 shall be written for not less than the limits listed below or those limits required by law, whichever limit is higher. Insurance, whether written on an occurrence or a claims-made basis, shall be maintained without interruption from the Commencement Date of this Lease to the later of the date of termination of or final occupancy under this Lease.

(a) *Worker's Compensation Insurance:*

Statutory requirements of the State of Alaska, and
Employer Liability Insurance limits of:
\$500,000.00 each accident
\$500,000.00 disease each employee
\$500,000 disease policy limit

(b) *Commercial General Liability Insurance: Form CG001 04/13 or equivalent:*

\$1,000,000.00 Combined Single Limit of Liability per Occurrence

\$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence
\$2,000,000.00 Annual General Aggregate Limit of Liability
\$2,000,000.00 Annual Products/Completed Operations Aggregate Limit of Liability
\$100,000.00 Fire Damage Limit of Liability Any One Fire
\$5,000.00 Medical Payment Limit Any One Person

(c) ***Property Insurance for Tenant improvements and betterments and for furniture, equipment, trade fixtures, products, inventory, supplies, merchandise and other items of Tenant's personal property: Special Form Causes of Loss, not less than 90% of the total replacement cost.***

B. Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. Such insurance shall (i) name Landlord, and any other party the Landlord so specifies, as an additional insured, including Landlord's managing agent, if any; (ii) specifically cover the liability assumed by Tenant under this Lease (iii) be issued by an insurance company having a rating of not less than A-:X in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the State of Alaska; (iv) be primary and noncontributory 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; and (v) be in form and content reasonably acceptable to Landlord. Tenant shall provide notice to Landlord of any cancellation or material change in the coverage required of Tenant hereunder not less thirty (30) days prior to the effective date thereof. Tenant shall deliver certificates of insurance required hereunder to Landlord on or before the Commencement Date and before the expiration dates thereof of the policies required of Tenant hereunder. Further, Landlord shall have the right, from time to time, to request certificates of Tenant's insurance policies required hereunder, which Tenant shall thereafter provide within ten (10) days. In the event Tenant shall fail to procure such insurance, or to deliver certificates with respect thereto, Landlord may, at its option, procure such policies for the account of Tenant, and the cost thereof shall be paid to Landlord within five (5) days after delivery to Tenant of an invoice for such cost.

C. Workers Compensation Insurance and Employer's Liability Insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees.

If any of the insurance policies required pursuant to this Section 13 are canceled for any reason, Tenant shall provide Immediate Notice (as defined below) to Landlord of the cancellation and either provide evidence or replacement or notice of reinstatement. This evidence of replacement or notice of reinstatement shall be delivered to Landlord as soon as reasonably possible.

D. Waiver of Subrogation. So long as their respective insurers so permit, Tenant and Landlord hereby mutually waive any and all rights of recovery from the other for any loss insured by fire, extended coverage, special form and other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies.

E. Increase in Insurance. The amounts of coverage required by this Lease are subject to review by Landlord from time to time. Such amounts of insurance coverage shall be increased to the amounts of coverage generally required by institutional lenders to be carried by prudent landlords and tenants of comparable buildings in the Anchorage/Eagle River area.

14. ACCESS TO AND SURRENDER OF THE PREMISES.

A. Access to the Premises. Upon Landlord giving Tenant reasonable notice, Tenant shall permit Landlord and Landlord's designees, mortgagees and agents at any time to examine the Premises, show the same to prospective purchasers, tenants or mortgagees or to inspect, erect, use, and maintain, pipes, ducts, conduits, and similar devices in and through the Premises, and to make any necessary repairs or alterations thereto. Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the Rent hereunder shall in no way abate while said repairs, alterations, and maintenance are being made, by reason of loss or interruption of business of Tenant, or otherwise. If Tenant shall not be personally present to open and permit an entry into the Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the Premises by a master key, or may forcibly enter the Premises, without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agent shall accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. Tenant also acknowledges the right of any person authorized by the Executive Board to enter the Premises pursuant to Section 6.4 of the Declaration.

B. Right to Change Common Elements. Tenant understands and acknowledges that the arrangement and location of entrances, Common Elements, passageways, doors, doorways, elevators, stairs, toilets, or other public parts of the Condominium may be altered from time to time by Landlord in Landlord's sole and exclusive discretion.

C. Termination. Upon the termination of this Lease, by expiration or otherwise, Tenant shall surrender the Premises to Landlord in as good condition and repair as when delivered by Landlord, ordinary wear and tear and damage by insured fire and other casualty only excepted. All alterations, additions, improvements, and decorations made to the Premises by Tenant shall remain and be the property of the Landlord unless Landlord shall require Tenant, at Tenant's expense, to remove any or all thereof and repair the damage caused by such removal. All trade fixtures and other equipment and personal property owned by Tenant may (and upon Landlord's request shall) be removed from the Premises by Tenant no later than the termination date of this Lease, provided that all terms and conditions of this Lease have been complied with by Tenant and provided further that Tenant shall repair any and all damage caused by such removal.

D. Holdover. In the event Tenant or any party claiming under Tenant retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall be an unlawful detainer, and no tenancy or interest shall result from such possession. Such occupants shall be subject to immediate eviction and removal at any time. In such a case, the Base Rent for the period of holdover shall be increased to one hundred fifty percent (150%) of the Base Rent last payable under this Lease, and Tenant shall continue to

make all other payments required hereunder as Additional Rent and shall pay all other charges payable by Tenant hereunder, provided that Tenant nonetheless shall be a tenant at sufferance.

15. ALTERATIONS. Tenant shall not make any improvements, alterations, additions, or installations in or to the Premises without Landlord's prior written consent, which consent Landlord shall not unreasonably withhold. Landlord may condition its consent on execution of a "Work Letter," in the form of Exhibit D, which form Landlord may reasonably modify from time to time. Tenant acknowledges that certain alterations may additionally require the prior written consent of the Association's Executive Board, including, without limitation, any alterations that include any structural additions, structural alterations, or structural improvements. Tenant specifically agrees to abide by the rules of Article 12 of the Declaration with regard to alterations and improvements and by any other applicable provisions of the Rules and Regulations. Landlord's and/or the Association's Executive Board's decision to refuse such consent shall be conclusive. If Landlord and/or the Association's Executive Board consents to such improvements, alterations, additions, or installations, Landlord and/or the Executive Board, as a condition to granting such consent, may establish whatever conditions it/they deem(s) advisable; and before commencement of the work or delivery of any materials onto the Premises or into the Building, Tenant shall furnish Landlord (and if applicable, the Executive Board) with plans and specifications, names and address of contractors, copies of contracts, necessary permits and licenses, and indemnification in such form and amount as may be satisfactory to Landlord (and if applicable, the Executive Board) and waivers of lien against any and all claims, costs, expenses, damages, and liabilities which may arise in connection with the work. Tenant agrees to hold Landlord and the Association forever harmless from any and all claims and liabilities of every kind and description, which may arise out of or be connected in any way with said improvements, alterations, additions, or installations. All such work shall be done only by contractors or mechanics approved by Landlord and at such time and in such manner as Landlord may from time to time designate, and all improvements shall be made in accordance with the requirements of the Rules and Regulations. All alterations to the Premises shall not, except pursuant to prior approval by the Condominium's Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units in the Condominium other than those affected by such change. Tenant shall pay the cost of all such improvements, alterations, additions, or installations, and also the costs of decorating the Premises and the Condominium occasioned by such improvements, alterations, additions, or installations. Upon completing such improvements, alterations, additions, or installations, Tenant shall furnish Landlord with contractors' affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All such improvements, alterations, additions, or installations shall comply with all insurance requirements and with the laws, ordinances, rules, and regulations of all governmental authorities having appropriate jurisdiction, and shall be constructed in a good and workmanlike manner, and only new grades of material shall be used. Tenant shall permit Landlord to supervise construction operations in connection with such work if Landlord so requests. If Tenant desires signals, communication, alarm, or other utility or service connection installed or changed, the same shall be made at the expense of Tenant, with approval and under direction of Landlord. Upon Tenant's completion of any improvements and betterments to the Premises, Tenant shall immediately advise Landlord of the total replacement cost of such improvements and betterments.

Notwithstanding anything to the contrary contained in this Lease, at the expiration or earlier termination of this Lease, Tenant shall be required to remove all alterations or improvements made to the Premises made during the Lease Term, except for any such alterations or improvements that Landlord expressly indicates or is deemed to have indicated shall not be required to be removed from the Premises by Tenant.

16. BUILDING SERVICES, MAINTENANCE AND REPAIRS. Tenant agrees to comply with the rules of Landlord.

A. Landlord's Services. Subject to payment of Tenant's Proportionate Share of Excess Operating Costs, Landlord will provide all of the following utilities and services:

- (a) Gas, water, sewer and common area electric utility service, as reasonably necessary for the uses permitted under this Lease;
- (b) Heat and air-conditioning as required for Tenant's comfortable use and occupancy of the Premises during normal business hours. The term "normal business hours" shall mean the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday and 7:00 a.m. to 1:00 p.m. on Saturday, excluding legal holidays; Landlord shall, during the initial lease term plus any renewals thereof, provide overtime, Sunday and holiday heating, ventilation and air conditioning (HVAC) and other utilities needed in servicing the Premises as requested by Tenant in advance at an hourly rate equal to Landlord's actual cost of utilities plus five percent (5.0%) for providing such service.
- (c) Hot water at those points of supply provided for the general use of Tenant and other tenants of the Building;
- (d) General janitorial and cleaning services for the Premises, five days per week, excluding holidays. Tenant agrees to pay to Landlord upon invoice the actual costs incurred by Landlord for any extra cleaning in addition to the above that Tenant requests in writing to be performed in the Premises;
- (e) General janitorial services in and about the common areas of the Building;
- (f) Light bulb and ballast replacement for standard overhead fluorescent fixtures in the Premises and common areas of the Building;
- (g) Exterior window cleaning, cleaning and snow and ice removal services for the parking areas and walk ways serving the Building, to the extent deemed necessary in Landlord's reasonable judgment; and
- (h) Normal cleaning of lavatory facilities, toilets, sinks and faucets located within the Premises; provided that Landlord shall not be responsible for any repair, maintenance or servicing, which shall be the sole responsibility of Tenant.

All such services shall be provided in a manner that is consistent with those services provided in comparable medical office buildings of similar size and age which are located within the local community.

B. Utility Services; Damage to Tenant's Property. If Tenant requires or utilizes more utilities than is considered reasonable or normal for Tenant's permitted use of the Premises, Landlord may reasonably determine and require Tenant to pay as Additional Rent, the cost incurred as a result of such additional usage ("Surcharge"). Tenant agrees to pay electricity and all separately metered or sub-metered utilities required and used by Tenant in the Premises. Landlord reserves the privilege of stopping any or all utility services in case of accident or breakdown, or for the purpose of making alterations, repairs or improvements. Landlord shall not be liable for the failure to furnish or delay in furnishing any or all of such services when same is caused by or is the result of (i) strikes, labor disputes, labor, fuel or material scarcity, or governmental or other lawful regulations or requirements; (ii) the failure of any corporation, firm or person with whom the Landlord may contract for any such service, or for any service incident thereto, to furnish any such service; (iii) the making of any alterations, repairs or improvements as described in the preceding sentence; (iv) any other cause other than the gross negligence of the Landlord; and the failure to furnish any of such services in such event shall not be deemed or construed as an eviction or relieve Tenant from the performance of any of the obligations imposed upon Tenant by this Lease, including its obligation to pay Rent. Landlord shall not be responsible for the failure of any equipment or machinery to function properly on account of any such interruption of such services. Tenant shall be solely responsible for and shall promptly pay all charges for telephone and other communication services.

C. Medical and Hazardous Waste. Tenant, at Tenant's sole cost and expense, shall be responsible for medical, special and infectious waste removal for the Premises in accordance with all applicable laws, regulations and orders. Tenant shall not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises and shall keep all refuse in proper containers until disposal of such refuse. Tenant shall not permit the mixing or disposal of any hazardous substances, wastes or materials or any medical, special or infectious waste with the general office refuse and Landlord shall have no duty or obligation to remove any hazardous substances, wastes or materials or any medical, special or infectious waste from the Premises.

D. Landlord's Repairs. Landlord shall maintain in good repair the Building, the common areas and facilities of the Building used by Tenant and any mechanical, plumbing and electrical systems serving the Premises which are located outside the Premises, and are not used or dedicated to provide mechanical, plumbing or electrical service solely to the Premises. Except as otherwise specifically provided in this Section 16, Landlord shall have no duty to maintain, repair, clean or service the Premises.

E. Tenant's Repairs. Tenant shall maintain the Premises in good repair and condition and shall make all repairs and replacements and perform all maintenance necessary to keep the Premises in such condition, including (except to the extent to be provided by Landlord pursuant to Section 16(D)), any mechanical, plumbing and electrical systems serving the Premises which are either located in the Premises or located outside of the Premises and

used or dedicated to provide mechanical, plumbing or electrical service solely to the Premises. In addition, Tenant shall promptly repair, in a good and workerlike manner, any damage to the Premises or other part of the Building caused by any breach of this agreement to maintain the Premises or by any willful or negligent act or omission of Tenant, or of any employee, agent or invitee of Tenant. If Tenant fails to do so or reasonably commences to do so after fifteen (15) days written notice, Landlord shall have the right to repair any such damage and Tenant shall pay Landlord for the cost of all such repairs, plus interest at the Interest Rate (as defined in Section 4(e)).

17. EXCLUSIVITY. Provided that Tenant is not in material default of any term of condition of this Lease, then throughout the Term of this Lease Landlord agrees not to lease any other Building or Premises within the Project to any major health care provider that directly competes with Tenant's urgent care and primary care clinics. As used herein, "major health care provider" is one that operates urgent care or primary care clinics within more than one (1) state within the United States of America including, but not limited to, Alaska or Hawaii.

18. RELOCATION. [Intentionally Omitted].

19. EMINENT DOMAIN.

A. Taking of the Premises. In the event that the whole or any substantial part of the Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease shall forthwith cease and terminate on the date of the taking of possession by the condemning authority and Landlord shall be entitled to receive the entire award without any payment to Tenant, provided that Tenant shall be entitled to receive any award granted specifically to Tenant by the court not in derogation of the award Landlord would otherwise receive.

B. Waiver of Claim Against Landlord. In the event this Lease shall be terminated under the provisions of this Section, Tenant shall have no claim against Landlord for the value of any unexpired term and Landlord shall have no claim against Tenant for the value of any unexpired term.

20. TENANT DEFAULT. Landlord, at its option, may elect to terminate this Lease for the default by Tenant ("Tenant's Default") of the terms and conditions hereof by giving written notice to the Tenant of the intention to terminate as follows:

A. The vacating or abandonment of the Premises by Tenant. Vacation or abandonment of the Premises includes, but is not limited to, any absence of Tenant from the Premises for thirty (30) days or longer.

B. A failure by Tenant to pay Rent or to make any other payment required to be made by Tenant hereunder within ten (10) days after same is due and payable.

C. Upon any other Tenant's Default under this Lease, the Landlord shall give the Tenant written notice of said event and the Tenant shall have thirty (30) days after receipt of such written notice to cure any such default. If the default is not cured within the said applicable

time allotted, then in that event, the right of the Tenant to possession of the Premises shall terminate without notice or demand, and the mere retention or possession thereof by Tenant shall constitute a forcible detainer. Notwithstanding the foregoing, in the case that Tenant's Default cannot reasonably be cured within said thirty (30) period, such failure shall not subject Landlord to its remedies hereunder provided Tenant has commenced the cure within such twenty (20) day period and thereafter is diligently pursuing such cure to completion; provided, however, but the total aggregate cure period shall not exceed sixty (60) days.

D. The making by Tenant or any guarantor of this Lease of any general assignment for the benefit of creditors; the filing by or against Tenant or such guarantor of a petition to have Tenant or such guarantor adjudged a bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or such guarantor, the same is dismissed within sixty (60) days); 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 the Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

E. Landlord shall have the right to obtain reimbursement from Tenant of all reasonable expenses incurred in regaining possession of the Premises and the right to recover all additional rental required under the Lease term if Landlord does not elect to terminate the Lease, but re-enters and relets the Premises for the benefit of Tenant. Notwithstanding the foregoing, Landlord shall have a duty to mitigate its damages hereunder.

- (a) In the event of any Default by Tenant, the Landlord shall have the following rights and remedies, in addition to any rights or remedies that may be given to Landlord by statute, law or otherwise: Terminate Tenant's right to possession of the Premises in compliance with applicable law;
- (b) Re-let the Premises in whole or in part for any period equal to, or greater or less than, the remainder of the original Term of this Lease, for any sum as determined by Landlord in its sole and exclusive discretion;
- (c) Declare the Lease Term ended; and
- (d) Recover from Tenant such damages attributable to its default from the date of such breach to the date of expiration of the original term hereof.

F. Any re-entry by Landlord shall be made without waiving or postponing any other right against Tenant or the right to enforce any bond or other security given for the faithful performance of the terms and conditions herein contained. Any re-entry shall be made without prejudice to any rights or remedies whether by statute or common law that might otherwise be used for recovering arrears in rent or for breach of any terms or conditions of this Lease. Any re-entry or other action hereunder shall not terminate this Lease, nor release Tenant from any liability for the payment of any rent stipulated to be paid under this Lease or for the performance or fulfillment of any other term or condition provided herein, whether before or after such re-entry, unless so agreed in writing by Landlord.

21. LANDLORD DEFAULT. Landlord will be in default if Landlord fails to perform its obligations under this Lease within thirty (30) days after its receipt of notice of nonperformance from Tenant; provided that if the default cannot reasonably be cured within the 30-day period, Landlord will not be in default if Landlord commences the cure within the 30-day period and thereafter diligently pursues such cure to completion.

22. PROHIBITION ON LIENS. Tenant hereby covenants and agrees not to place or permit to be placed any lien or liens against the Premises, the Building, or the land underlying the Building, arising out of the acts (or failures to act) of Tenant or persons or entities employed by or for Tenant. Any violation of this Section 22 by Tenant shall be deemed to be a Tenant's Default.

23. NOTICES.

A. Notices to Tenant. All notices shall be in writing and shall be effectively served in any one of the following manners: (i) by personal delivery; or (ii) by forwarding through certified or registered mail, postage prepaid, to Tenant:

Ward Hinger
Imaging Associates, LLC
3650 Piper Street, Suite A
Anchorage, Alaska 99508

With a copy to Tenant's Attorney

B. Notices to Landlord. All notices shall be in writing and shall be effectively served by Tenant upon Landlord by forwarding through certified or registered mail, postage prepaid, to Landlord:

Eagle River Medical Plaza, LLC
3650 Piper Street, Suite A
Anchorage, AK 99508

With a copy to Landlord's Attorney
Adam Snyder
Ogden Murphy Wallace, PLLC
901 5th Avenue, Suite 3500
Seattle, WA 98164

24. ASSIGNMENT AND SUBLETTING

A. Landlord's Consent Required. Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Premises whether voluntarily or by operation of law, or permit the use or occupancy of the Premises by anyone other than Tenant, and shall

not make, suffer or permit such assignment, subleasing or occupancy without the prior written consent of Landlord, and as necessary pursuant to the Rules and Regulations, the prior written consent of the Association's Executive Board, and such consent by Landlord shall not be unreasonably withheld or delayed. A transfer of stock control in Tenant, if Tenant is a corporation, or the transfer of a greater than forty-nine percent (49%) beneficial ownership interest in Tenant, if Tenant is a partnership or other entity, shall be deemed an act of assignment hereunder. Notwithstanding the foregoing, any merger or consolidation of Tenant into or with an Affiliate of Tenant that exclusively provides primary care or urgent care services shall not be considered a transfer requiring Landlord's prior written consent. Tenant shall provide Landlord with notice of any such merger or consolidation with an Affiliate. For purposes of this Section 24, an "Affiliate" shall mean any company owned or controlled by, owned or controlling or owned in common with Tenant. In addition, any such subletting or assignment transaction shall be in all respects in compliance with the applicable provisions of the Medicare Anti-Kickback Law, 42 U.S.C. 1320a-7(b)(1) and (2), and the Stark Self-Referral Prohibition Act, 42 U.S.C. 1395nn *et seq.*, as the same may be modified, supplemented or replaced from time to time, and all regulations promulgated thereunder from time to time. Any sale, assignment, mortgage, transfer or subletting of this Lease or the Premises which is not in compliance with provisions of this Section 24 shall be void.

Landlord's decision with regard to acceptance or rejection of a sublease or assignment shall be given in writing within fifteen (15) days after the written request is received. Notwithstanding anything in this Section 24, Tenant acknowledges and agrees that any such assignment or sublease may also be subject to the prior written consent of Landlord's lender, if any, and the holder of any deed of trust on the Premises and receipt of all information reasonably requested by such lender in connection with the Tenant's request for an assignment of the Lease or a sublease of the Premises.

As part of its request for Landlord's consent to a transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents, and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within ten (10) days of its receipt of the required information and documentation, either consent to the transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the transfer in writing, stating the reasons consent is withheld.

If the rent paid or to be paid, including any other type of remuneration for use of the Premises by an assignee or subtenant is greater than the rent set out in this Lease, then all of that increased rent shall be split equally (50/50) between Landlord and Tenant. All subleases concerning more than 1,000 RSF of space shall promptly be collaterally assigned to Landlord for security purposes only. In no event shall Tenant market any sublease or assignment for less than any existing suites currently offered at that time by the Landlord for lease.

If Tenant is in default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received (less Landlord's share of any excess).

B. Continued Responsibility. Regardless of any approved assignment or sublease of this Lease, Tenant shall not be released from primary liability to pay Rent and comply with all of the other obligations of this Lease. However, in the event of a default by any such assignee or sublessee, Landlord shall give Tenant notice of the default, shall accept cure of the default by Tenant within the same period of time allowed under Section 20 and shall permit Tenant to reenter and repossess the Premises for the then unexpired portion of the Lease Term, subject to all of the provisions of this Lease.

C. Landlord's Costs. Whether or not Landlord consents to a proposed assignment or sublease, Tenant shall reimburse Landlord on demand for any and all reasonable documented out-of-pocket costs that may be incurred by Landlord in connection with any proposed transfer.

25. TENANT'S PURCHASE OPTION. Throughout the Initial Term of this Lease, and provided Tenant is not in default of any term or condition of this Lease, Tenant shall have the option ("Purchase Option") to purchase up to 30.1% of the then-outstanding ownership interests ("Units") of Landlord, Eagle River Medical Plaza, LLC. To exercise the Purchase Option, Tenant shall provide Landlord with an executed Option Exercise Notice and Unit Purchase Agreement, attached to this Lease as Exhibit E, and all items required thereby. If Tenant exercises the Purchase Option on or before December 31, 2024, the purchase price for up to 30.1% of the outstanding ownership interests of the Company shall be \$ _____. Effective January 1, 2025, and annually each January 1 thereafter throughout the Initial Term of the Lease, the purchase price for the Units shall, subject to a floor of three percent (3%) and ceiling of six percent (6%), increase by the percentage increase in the Consumer Price Index ("CPI") as described in the following paragraph:

The CPI shall be determined by using the Consumer Price Index for All Urban Consumers, All Items, Anchorage, Alaska based on 1982-1984=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The increase index shall be the CPI for the semi-annual period published most recently prior to the date on which Tenant exercise the Purchase Option ("Purchase Option Date"). The base index for computing the purchase price increase shall be the CPI for the semi-annual period published most recently prior to the increase index. For example, if the base index is 215 and the increase index is 225, the purchase price increase percentage would be $(225-215)/215 = 4.65\%$.

If the Index is discontinued or revised during the term or, if for any reason the Index statistics are not available, the adjustment to the Monthly Rent shall be computed by reference to whatever statistics are at the time available most nearly resembling the statistics reflected by the Index. The adjustment to the Monthly Rent as provided herein shall be made in addition to any other adjustments or amounts to be paid by Tenant under the terms of the Lease.

26. MISCELLANEOUS.

A. Required Approval by Association's Executive Board; Receipt of Money. This Lease is subject to the approval of the Association's Executive Board pursuant to Section 9.1(d) of the Declaration. Without the approval of the Association's Executive Board, this Lease shall be deemed null and void.

B. Receipt of Money. No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue, or extend the Term or affect any such notice, demand, or suit.

C. Licensee Relationship(s) and Brokerage Fee. Lottie M. Michael, CCIM and J Michael James of the Commercial Division of Berkshire Hathaway HomeServices Alaska Realty represents the interest of the Landlord only, but may provide specific assistance to the other party. Tenant represents and warrants to Landlord that no other broker has negotiated or participated in the recent negotiations of this Lease or submitted or showed the Premises or is entitled to any commission in connection therewith payable by Landlord. Tenant shall indemnify Landlord for any brokerage commissions caused by Tenant, other than Commercial Division of Berkshire Hathaway HomeServices Alaska Realty, in connection with this Lease. Tenant shall be solely responsible for any commissions due to any third party for brokerage services further rendered. Landlord and Tenant confirm prior oral and/or written disclosure of representation was provided to them as required by Alaska Statute 08.88.600. Each party acknowledges that they have received a copy of the Alaska Real Estate Commission Consumer Pamphlet. Upon execution of this Lease, Landlord agrees to pay the commission as stipulated in the listing agreement and such commission shall represent the entire commission owed to Licensees by the Landlord, to include any Lease Extension(s) payable at exercise of the Lease Extension, to the aforementioned licensees.

D. Cumulative Remedies. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

E. Severability. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.

F. Captions. The options contained in this Lease are for convenience only and are not intended to limit or define the scope or effect of any provisions of this Lease.

G. Grammatical Changes. Any word in the text of this Lease shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be appropriate under the circumstances then existing.

H. Binding on Successors. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors, and assigns in the event this Lease has been assigned with the written consent of Landlord.

I. Abandonment. For purposes of this Lease, and at the option of Landlord, the Premises shall be deemed abandoned if Tenant or its agent shall not have entered upon the Premises during any period of thirty (30) consecutive days during the Term of this Lease, provided that Landlord's treatment of such non-entry as abandonment shall not be deemed to be an acceptance of surrender of the Premises unless expressly so agreed in writing.

J. Estoppel Certificate. Tenant agrees that from time to time, upon not less than ten (10) days prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect and stating the modifications); (ii) the dates to which the Rent and other charges have been paid; (iii) that Landlord is not in default under any provision of this Lease or, if in default, the nature thereof in detail; and (iv) such other typical estoppel certifications that Landlord may require. It is intended that any such statement delivered pursuant to this Section may be relied upon by Landlord, and by any prospective purchaser, assignee, or mortgagee.

K. Exculpatory Provision. None of Landlord's directors, trustees, officers, employees, or agents shall have any personal liability arising from or in connection with this Lease.

L. Occupancy Other than During Term. It is hereby agreed that, except as expressly agreed otherwise in writing, any use or occupancy of the Premises by Tenant other than during the Term hereof shall be subject to all of the provisions of this Lease, provided, however, that no such non-term use or occupancy shall be permitted unless expressly so agreed in writing by Landlord.

M. Partial Invalidation. If any term(s), covenant(s), or condition(s) 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(s), covenant(s), or condition(s) to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term(s), covenant(s), or condition(s) of this Lease shall be valid and be enforced to the fullest extent permitted by law.

N. Governing Law. This Lease shall be governed by and construed exclusively in accordance with the laws of the State of Alaska. Venue shall lie in the Municipality of Anchorage, Alaska.

O. Amendments. No waivers, alterations, or modifications of this Lease or any agreements in connection therewith shall be valid, unless in writing and duly executed by both Landlord and Tenant herein.

P. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing this Lease, then performance of such act shall be excused for the period of the delay and the period of any such act shall be extended for a period equivalent to the period of such delay.

Q. Entire Agreement. This Lease, including any Exhibits and the Rules and Regulations, which are incorporated herein, sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them, other than are herein set forth. Except as herein otherwise provided, no

subsequent alteration, amendment, change or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by them.

R. Signature Authority. Each party hereto acknowledges that individuals signing this Lease are authorized to sign on behalf of their respective organizations and that they are bound by the terms hereof.

S. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

T. Recording. Tenant shall not record this Lease without the prior written consent of Landlord. However, upon request of either party, both parties shall execute a memorandum or "short form" of this Lease for the purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this Lease shall describe the parties, the Premises and the Lease term, and shall incorporate this Lease by reference.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the date and year first above written.

Landlord:

EAGLE RIVER MEDICAL PLAZA, LLC

DocuSigned by:

B8960A3BCC3E432...

By: _____

Name: Christopher Reed

Title: President

Date: 2/7/2024

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this _____ day of _____, 2023, before me personally appeared _____, to me known to be the _____ of Eagle River Medical Plaza, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2023.

NOTARY PUBLIC in and for the State
of Alaska, residing at _____
My commission expires: _____

Tenant:

IMAGING ASSOCIATES, LLC

By:  _____
 Name: Ward Hinger
 Title: Chief Executive Officer
 Date: 2/14/2024

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2023, before me personally appeared Ward Hinger to me known to be the Chief Executive Officer of Imaging Associates, LLC, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2023.

 NOTARY PUBLIC in and for the State
 of Alaska, residing at _____
 My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

Unit No. 3

Unit No. 3 of Eagle River Town Center, a leasehold common interest community, as shown on the Schematic Site Plan filed under Plat No. 2014-42, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, and as described in that certain Declaration recorded July 31, 2008, under Serial No. 2008-043801-0 and amendments thereto including the First Amendment to Declaration, recorded May 23, 2014, under Serial No. 2014-019659-0.

Unit No. 2-A

Unit No. 2-A of Eagle River Town Center, a leasehold common interest community, as shown on the Schematic Site Plan filed under Plat No. 2014-42, in the records of the Anchorage Recording District, Third Judicial District, State of Alaska, and as described in that certain Declaration recorded July 31, 2008, under Serial No. 2008-043801-0 and amendments thereto, including the First Amendment to Declaration, recorded May 23, 2014, under Serial No. 2014-019659-0.

EXHIBIT B
FLOOR PLAN

EXHIBIT C
RULES AND OTHER RULES AND REGULATIONS
EAGLE RIVER MEDICAL PLAZA

EAGLE RIVER COMMON AREA USAGE: Tenant shall not obstruct or use for storage, or for any other purpose other than ingress and egress, any hallways, sidewalks, passages, exits, entrances, elevators, or stairways of the Building. No tenant and no employee or invitee of any tenant shall go upon the roof of the Building.

DIRECTORIES: The directory of the Building will be exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names. Landlord, at its sole cost and expense, agrees to provide initial directory board signage on the Building directory board located in the lobby and the elevator of the Building. Landlord reserves the right to charge for subsequent changes to Tenant's directory listing.

JANITORIAL: All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Landlord, unless agreed to otherwise in writing by Landlord and Tenant. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any of Tenant's property by the janitor or any other employee or any other person.

MEDICAL AND HAZARDOUS WASTES: Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials, and medical, special or infectious wastes. Tenant shall not dispose or flush down any drains any corrosive chemicals that might cause any damage to the Building or Premises plumbing. Tenant shall not engage in or permit the generation, treatment, storage, or disposal of hazardous wastes, or the disposal of petroleum or any other hazardous wastes or substance in a manner prohibited under any applicable state or federal laws regarding hazardous wastes or substances, as amended from time to time, including, but not limited to, the "Resource Conservation and Recovery Act."

RESTROOMS: The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown into any of them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

TRASH/RECYCLING: Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord. Tenant will comply with any and all recycling procedures designated by Landlord.

KEYS: Landlord will furnish Tenant four(4) keys free of charge to each door in the Premises that has a passage way. Landlord may charge Tenant a reasonable amount for any additional keys, and Tenant shall not make or have made additional keys on its own. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Premises without the Landlord's prior written approval. If specialized locks are installed in the Building, Tenant, at its sole cost, agrees to make codes, keys, and key cards available for Landlord's and emergency personnel lock boxes (Knox boxes, etc.). Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefore.

BADGES: All doors will be badged for security purposes. Tenant is responsible for notifying Landlord to deactivate badges due to termination or resignation as of the close of business on the date of termination or resignation. Tenant is responsible for providing Landlord with badge design. Tenant is responsible for notifying Landlord of lost badges within 24 hours of such loss. Landlord agrees to make changes to badge card validations within 24 hours of Tenant's request.

SIGNAGE: No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of the Landlord, which shall not be unreasonably withheld. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at Tenant's expense by a vendor designated or approved by Landlord. In addition, Landlord reserves the right to change from time to time the format of the signs or lettering and to require previously approved signs or lettering to be appropriately altered. Landlord, at its sole cost and expense, agrees to provide Building standard signage on the entrance door to the Premises.

WINDOW COVERINGS: If Landlord reasonably objects in writing to any curtains, blinds, shades or screens attached to or hung in or used in connection with any window or door of the Premises, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. Tenant shall not place anything or allow anything to be placed against or near any glass partitions or doors or windows which may appear unsightly, in the reasonable opinion of Landlord, from outside the Premises.

DATA/ COMMUNICATIONS/ WIRING & ALARMS: If Tenant requires telephone, data, communications, burglar alarm or similar service, the cost of purchasing, installing and maintaining such service shall be borne solely by Tenant. No boring or cutting for wires will be allowed without the prior written consent of Landlord, which shall not be unreasonably withheld.

MOVING/ DELIVERIES: No equipment, materials, furniture, packages, bulk supplies, merchandise or other property will be received in the Building except between such hours and as may be designated by Landlord. The persons employed to move such equipment or materials in or out of the Building must be acceptable to Landlord.

MOVING EQUIPMENT: Tenant shall not use in any space or in the public halls of the Building any hand trucks except those equipped with the rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind

into the Building.

FLOOR LOADING: Tenant shall not place a load upon any floor which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight.

TENANT'S MACHINERY & EQUIPMENT: Tenant's business machines and mechanical equipment which cause noise or vibration that may be transmitted to the structure of the Building or to any space in the Building to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate the noise or vibration. Landlord will not be responsible for loss of or damage to any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

NOISE DISTURBANCES/ RIGHT TO QUIET ENJOYMENT: Tenant shall not use, keep, or permit to be kept, any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein.

TENANT'S VISITORS & GUESTS: Landlord shall in all cases retain the right to control and prevent access to the Building of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation or interests of the Building and its tenants, provided that nothing contained in this rule shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Landlord reserves the right to exclude from the Building between the hours of 6 p.m. and 7 a.m. the following day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the Building and has a pass or is properly identified. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to Landlord for all acts of such persons. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

HEATING, VENTILATION & AIR CONDITIONING: Tenant shall not use any method of heating or air conditioning other than that supplied or approved in writing by Landlord.

TENANT UTILITY USAGE: Tenant shall not waste heat, electricity, water or air conditioning. Tenant shall keep corridor doors closed. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus and electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by Landlord for noncompliance with this rule.

ANTENNAS/ SATELLITES/ EXTERIOR MOUNTING: Except as expressly provided in the Lease, Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or other device on the roof or exterior walls of the Building without Landlord's prior written consent, which consent may be

withheld in Landlord's sole discretion, and which consent may in any event be conditioned upon Tenant's execution of Landlord's standard form license agreement. Tenant shall be responsible for any interference caused by such installation.

TENANT'S WORK: Tenant shall not mark, drive nails, screw or drill into the partitions, woodwork, plaster, or drywall (except for pictures, tackboards and similar office uses) or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

VENDING: Tenant shall not install, maintain or operate upon the Premises any vending machine without Landlord's prior written consent, which shall not be unreasonably withheld, except that Tenant may install food and drink vending machines solely for the convenience of its employees.

COOKING/ FOOD & DRINK PREPARATION: No cooking shall be done or permitted by any tenant on the Premises, except that Underwriters' Laboratory approved microwave ovens or equipment for brewing coffee, tea, hot chocolate and similar beverages shall be permitted provided that such equipment and use is in accordance with all applicable Regulations.

PARKING: Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designated by Landlord for such purpose and shall in no event park in spaces reserved for public parking. Tenant agrees that Landlord assumes no responsibility of any kind whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.

TENANT'S EQUIPMENT MAINTENANCE: Tenant shall not permit any motor vehicles to be washed or mechanical work or maintenance of motor vehicles to be performed in any parking lot.

USE OF BUILDING IMAGES/ NAMING RIGHTS: Tenant shall not use the name of the Building or any photograph or likeness of the Building in connection with or in promoting or advertising Tenant's business, except that Tenant may include the Building name in Tenant's address. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building.

TENANT SERVICE REQUESTS: Tenant requests for services must be submitted to the Building office by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instruction from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

SMOKING: Tenant shall not permit smoking or carrying of lighted cigarettes, cigars, marijuana, cannabis other than smoking allowed in areas designated by Landlord as smoking areas. Smoking rules and regulations are subject to change based on changes enacted by the local governmental authorities.

SOLICITATIONS: Canvassing, soliciting, distribution of handbills or any other written

material in the Building is prohibited and each tenant shall cooperate to prevent the same. No tenant shall solicit business from other tenants or permit the sale of any good or merchandise in the Building without the written consent of Landlord.

ANIMALS: Tenant shall not permit any animals other than service animals, e.g. seeing-eye dogs, to be brought or kept in or about the Premises or any common area of the Building.

CHANGES TO RULES & REGULATIONS: These Rules and Regulations are in addition to and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Building. The rules and regulations shall be generally applicable, and generally applied in a non-discriminatory manner to all tenants of the Building. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building. Landlord reserves the right to amend or make such other reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building, or for the preservation of good order in and about the Building. Tenant agrees to abide by all such rules and regulations herein stated and any additional rules and regulations which are adopted. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

EXHIBIT D
WORK LETTER

1. Conflicts; Terms. If there is any conflict or inconsistency between the provisions of the Lease and those of this Exhibit D ("Work Letter"), the provisions of this Work Letter will control. Except for those terms expressly defined in the Work Letter, all capitalized terms will have the meanings stated for such terms in the Lease. The following terms have the meanings indicated:

- (a) **"Commencement Date"** means the first day of the Term.
- (b) **"Landlord's Representative"** means _____ and _____.
- (c) **"Tenant's Representative"** means _____ of _____.
- (d) **"Tenant's Architect"** means _____.
- (e) **"Tenant's Engineers"** means those appointed by _____.
- (f) "Allowance" [**Intentionally Omitted**].
- (g) **"Leasehold Improvements"** means all alterations, improvements and installations to be constructed or installed by Landlord or Tenant in the Premises according to this Work Letter.
- (h) **"Landlord's Work"** means those Leasehold Improvements, if any, to be constructed or installed by Landlord according to paragraph 3 below.
- (i) **"Tenant's Work"** means all Leasehold Improvements other than Landlord's Work.
- (j) **"Preliminary Plans"** means space plans and general specifications for Tenant's Work prepared by Tenant's Architect in such form (and on such scale in the case of plans and drawings) as Landlord may reasonably specify.
- (k) **"Construction Documents"** means complete construction plans and specifications for Tenant's Work prepared by Tenant's Architect and Tenant's Engineers in such form (and on such scale in the case of plans and drawings) as Landlord may reasonably specify and detailing all aspects of Tenant's Work, including, without limitation, the location of medical equipment or a large or heavy nature, safes and other heavy objects, stairwells, walls, doors, computer equipment, telephone and related equipment, and electrical, plumbing, heating, ventilation and air conditioning equipment (including equipment in excess of that required for normal use). Tenant's Engineers will perform all mechanical and electrical design work included in the Construction Documents.

(l) **"Tenant's Costs"** means all costs required to be expended by Tenant under this Work Letter in connection with Tenant's Work, including, without limitation, the costs of: preparing the Preliminary Plans, Construction Documents and the as-built plans described in paragraph 5; performing Tenant's Work; obtaining all required insurance, licenses and permits; satisfying all requirements of applicable laws, codes and Regulations; letting all contracts; all required electrical and telephone panels and/or meters; and Landlord's construction management fee as described in Section 11 of this Work Letter. Tenant's Costs will not, however, include any costs incurred by Tenant for furniture or other personal property, for fixtures or equipment (unless such fixtures or equipment will constitute permanent additions to the Premises and are shown on the Construction Documents), or for moving to the Premises.

2. Representatives. Landlord appoints Landlord's Representative to act for Landlord in all matters covered by this Work Letter. Tenant appoints Tenant's Representative to act for Tenant in all matters covered by this Work Letter. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Work Letter will be made to Landlord's Representative or Tenant's Representative, as the case may be. Tenant will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of Landlord, including Landlord's architect, engineers and contractors or any of their agents or employees, with regard to matters covered by this Work Letter. Either party may change its Representative under this Work Letter at any time by three (3) days prior written notice to the other party.

3. Intentionally Omitted.

4. Landlord's and Association's Approval. All Preliminary Plans and Construction Documents, and any revisions to the same (whether in the form of a change order or otherwise) are expressly subject to Landlord's prior written approval. Any improvements which are structural in nature shall also be subject to the prior written approval of the Association's Executive Board pursuant to Article XIII of the Declaration and any other applicable provisions of the Rules and Regulations. If Tenant is not using Landlord's architect, Landlord may withhold its approval of any such items that require Work which:

(a) exceeds or adversely affects the capacity or integrity of the Building's structure or any of its heating, ventilating, air conditioning, plumbing, mechanical, electrical, communications or other systems;

(b) is not approved by the holder of any encumbrance on the Building or Property;

(c) would not be approved by a prudent owner of property similar to the Building;

(d) violates any agreement which affects the Building or binds Landlord;

(e) Landlord reasonably believes will increase the cost of operating or maintaining any of the Building's systems;

(f) Landlord reasonably believes will reduce the market value of the Premises or the Building at the end of the Term;

(g) does not conform to applicable building code or is not approved by any governmental authority having jurisdiction over the Premises;

(h) does not meet or exceed Building standard; or

(i) Landlord reasonably believes will infringe on the architectural or historical integrity of the Building.

5. Tenant's Plans when Tenant is not Using Landlord's Architect. For any improvements in which Tenant does not use Landlord's architect, Tenant, at its expense, will cause the Construction and any Preliminary Plans to be prepared and submitted to Landlord for its written approval, including blue prints and specifications not shown on the drawings. If the submitted materials are not acceptable to Landlord, Landlord will so notify Tenant with required changes noted. If Landlord so notifies Tenant of any required change to the Construction and any Preliminary Plans, Tenant will cause the same to be revised according to the returned sepia and resubmitted to Landlord within seven (7) days after receipt of such notice.

Within fifteen (15) days after Landlord notifies Tenant of Landlord's (and to the extent applicable, the Association's Executive Board's) approval of the Construction and any Preliminary Plans, Tenant, at its expense, will cause the Construction Documents to be prepared and submitted to Landlord (and to the extent applicable, to the Association's Executive Board) for approval, including blue prints and specifications not shown on the drawings. The Construction Documents must strictly conform to the Construction and any Preliminary Plans approved by Landlord (and to the extent applicable, the Association's Executive Board) and must be in all respects sufficient for the purpose of obtaining a building permit for Tenant's Work.

If required by Landlord, Tenant will cause the Construction Documents to be resubmitted to Landlord (and to the extent applicable, to the Association's Executive Board) for approval within seven (7) days after Landlord notifies Tenant of any required changes. Tenant's Work will not commence prior to Landlord's (and to the extent applicable, the Association's Executive Board's) approval of the Construction Documents. Upon completion of Tenant's Work, Tenant will provide Landlord a complete set of reproducible as-built plans of the Premises. No approval by Landlord of the Construction and any Preliminary Plans, the Construction Documents or any revisions to them will constitute a representation or warranty by Landlord as to the adequacy or sufficiency of such plans, or the improvements to which they relate, for any use, purpose or condition, but such approval will merely be the consent of Landlord to the construction or installation of improvements in the Premises according to such plans.

6. Tenant's Work when Tenant does not use Landlord's Contractor. For any Improvements in which Tenant does not use Landlord's Contractor, Tenant must comply with the following requirements. Tenant's Work must conform to the requirements of the applicable Rules and Regulations. Tenant, at its expense, will construct or cause to be constructed in the Premises the Tenant's Work according to the Construction Documents

approved by Landlord (and to the extent applicable, by the Association's Executive Board). Tenant, at its expense, will obtain: (i) all permits (including, without limitation, building permits) required for construction of Tenant's Work; (ii) all contracts and insurance required under this Work Letter; and (iii) all certificates required for occupancy of the Premises from the appropriate governmental authorities. Tenant will cause all Tenant's Work to be diligently completed in a good and workmanlike manner, according to the approved Construction Documents and in accordance with the Rules and Regulations and all applicable laws, and such work shall be free and clear of any liens or claims for liens.

7. Tenant's Contractor when Tenant does not use Landlord's Contractor. When Tenant does not use the Landlord's Contractor, Landlord will have the right to approve Tenant's contractor ("Contractor") and all subcontractors, which approvals will not be unreasonably withheld or delayed.

8. Construction Contract when Tenant does not use the Landlord's Contractor. When Tenant does not use the Landlord's Contractor, Tenant will comply with the following requirements. Tenant's construction contract for Tenant's Work will provide (and Tenant will deliver a copy of it to Landlord upon Landlord's request that Landlord may confirm it provides) that: (i) construction of Tenant's Work will not interfere with Landlord's or Landlord's tenants' activities in, or use or enjoyment of, the Condominium; (ii) Contractor will cooperate with other contractors in the Condominium, if any, to insure harmonious working relationships, including, without limitation, coordinating with other contractors in the Condominium concerning use of elevators, trash removal and water and utility usage; (iii) Contractor will leave all Common Elements in neat, clean, orderly and safe condition at the end of each day during construction of Tenant's Work; (iv) Contractor will procure and maintain and cause its subcontractor to procure and maintain the insurance described in paragraph 9 below; (v) upon completion of Tenant's Work, Contractor will provide to Landlord and Tenant CADD as-built drawings together with mechanical balance reports and any maintenance manuals on equipment installed in the Premises as part of Tenant's Work; (vi) any purchased material remaining after completion of the subject portion of Tenant's Work (such as, for example, extra paint, wall coverings or carpet) will be given by Contractor to Landlord for use in subsequent repairs; (vii) all labor and material supplied according to the contract will be fully warranted by Contractor for a period of not less than one (1) year from substantial completion of Tenant's Work and such warranty will provide that it is for the benefit of both Landlord and Tenant and may be enforced by either; and (viii) Contractor will agree to comply with, and will cause all of its subcontractors to comply with, Landlord's General Contractor Construction Rules and the applicable provisions of the Rules and Regulations. The construction contract will also contain the following indemnification and defense provisions:

"Contractor will protect, defend, hold harmless, and indemnify Eagle River Medical Plaza, LLC and its successors, assigns, directors, officers and employees (collectively, "Indemnitees") from and against all claims, actions, liabilities, damages, losses, cost and expense (including attorney's fees) arising out of or resulting from the performance of the work contemplated by this contract by Contractor or any of its subcontractors, provided that any such claims, action, liabilities, damages, losses, cost or expense (i) are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of

tangible property (other than the work contemplated by this contract itself) including the loss of use resulting therefrom, and (ii) are caused in by the negligent act or omission of Contractor, any subcontractor, or any of them. Such obligations will not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

Contractor agrees to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all claims, actions, liabilities, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from Contractor's failure to purchase all insurance required under paragraph 9 of the Work Letter attached to and made a part of this Lease and Contractor's failure to require and obtain proper insurance coverage from its subcontractors.

The indemnification and defense obligations stated above will not apply to any claims, actions, liabilities, damages, losses, cost or expenses caused directly and solely by the gross negligence or intentional tortious act of the Indemnitees."

9. Contractor's Insurance when Tenant does not use Landlord's Contractor. When Tenant does not use Landlord's Contractor, Tenant will maintain and/or cause Contractor (and all of Contractor's subcontractors) to procure and maintain in effect during the entire period of construction of Tenant's Work such insurance from a company or companies lawfully authorized to do business in the State of Alaska as admitted insurers or approved surplus lines insurers as approved by Landlord as will protect Landlord and Tenant from claims which may arise out of or as a result of Contractor's performance of Tenant's Work, whether such operations are by the Contractor, a subcontractor or by anyone directly or indirectly employed by any of them.

(a) Contractor's insurance shall cover the following types of claims:

(i) Claims under worker's compensation, employer's liability, disability benefits and other similar employee benefit acts which are applicable to the work to be performed as part of Tenant's Work.

(ii) Claims for damages because of bodily injury, mental anguish, sickness, disease or death of any person other than the Contractor's employees.

(iii) Claims for damages, other than to the product supplied, or to the services performed, itself because of damage to or destruction or tangible property, including loss of use resulting therefrom.

(iv) Claims for damages because of bodily injury, including mental anguish, death of a person, or damage to property arising out of the ownership, maintenance or use of any motor vehicle.

(v) Claims involving the Contractor's contractual obligations and assumption of liability under the construction contract.

(vi) Liability insurance shall include, at a minimum, all major divisions of coverage and be on a commercial general liability form including:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Fire Damage Liability
- Medical Payments

(b) The insurance required to be procured and maintained for the above types of claims shall be written for not less than the limits listed below in (c) or those limits required by law, whichever is higher. Insurance, whether written on an occurrence, or a claims-made basis, shall be maintained without interruption from the date of commencement of the Work to the date of final payment, or termination of any insurance required to be maintained after final payment.

(c) The insurance required to be procured and maintained for the above types of claims shall be written for not less than the following limits:

- (i) ***Worker's Compensation Insurance:***
Statutory Requirements of the State of Alaska, and
Employer's Liability Insurance limits of:
\$500,000.00 each accident.
\$500,000.00 disease each employee.
\$500,000.00 disease policy limit.
- (ii) ***Commercial General Liability Insurance: Form CG0001 04/13 or equivalent:***
\$1,000,000.00 Combined Single Limit of Liability per Occurrence
\$1,000,000.00 Personal/Advertising Injury Limit of Liability per Occurrence
\$2,000,000.00 Annual General Aggregate Limit of Liability
\$2,000,000.00 Annual Products/Completed Operations Aggregate
Limit of Liability
\$100,000.00 Fire Damage Limit of Liability Any One Fire
\$5,000.00 Medical Payment Limit Any One Person
- (iii) ***Commercial Automobile Liability Insurance: Form CA0001 03/10 or equivalent.***
\$1,000,000.00 Combined Single Limit of Liability per Accident For all
Owned, Hired, and Non-Owned Vehicles.
- (iv) ***Commercial Excess Liability Insurance:***
\$2,000,000.00 Combined Single Limit of Liability per Occurrence
\$2,000,000.00 Annual Aggregate Limit of Liability
Excess of underlying Commercial General Liability Insurance,
Commercial Automobile Liability Insurance,
and Employer Liability Insurance.

(v) ***Builders Risk – Property Insurance:***

Special Form Coverage including the perils of Earthquake, Flood and Sinkhole (if leased property is in an earthquake or flood zone or if sinkhole is usually recommended in the area of the leased property) Builders Risk Completed Value Form.

Deductible expense should be incurred by the Contractor only, and shall not exceed 2% of the contract value.

Limit of insurance equal to the completed value of the unit owned by Landlord, including all additions, and alterations to the new or existing facilities.

The policy shall list the Contractor, Tenant, Landlord, subcontractors, engineers and architects as a Named Insured, as their interest appears.

This policy shall be secured at the expense of the Contractor only. A copy of the policy will be delivered to Landlord and Tenant, and to any other insured entities at their request. This policy will remain in effect during the entire term of the contract.

(d) Worker's compensation insurance and employer's liability insurance shall be in compliance with the statutory requirements of the State of Alaska, and any other statutory obligation, whether federal or state pertaining to compensation of injured employees.

(e) The commercial general liability insurance shall name Landlord and Tenant as an additional insured.

(f) All liability insurance required of the Contractor shall be primary. All liability insurance carried by Landlord and/or Tenant is declared to be excess and non-contributory of any insurance carried by the Contractor or subcontractors.

(g) Contractor's required insurance is subject to review and adjustment by Landlord and/or Tenant (with prior written approval of Landlord), who may require reasonable changes in the amounts and types of insurance based upon changes of risk. Contractor shall be provided a written explanation for any such changes.

(h) Copies of insurance policies acceptable to Landlord and Tenant shall be filed with Landlord and Tenant prior to the commencement of the beginning of any services by the Contractor. These insurance policies shall contain a provision that the policy shall not be canceled until prior written notice has been sent to the insured (Contractor.) Upon receipt of such notice the insured (Contractor) shall immediately notify Tenant, and Tenant shall immediately notify Landlord, of the effective cancellation date and either provide: evidence of replacement or notice of reinstatement. This evidence of replacement or notice of reinstatement shall be delivered to Tenant, and Tenant shall deliver it to Landlord prior to the scheduled cancellation date. "Immediately" in this section means within five (5) business days of receipt of cancellation by the Contractor. Failure to maintain these insurance provisions required of the Contractor or failure to immediately notify Tenant of cancellation and reinstatement shall be considered a material breach of the contract by the Contractor, subject to termination provisions of the contract.

(i) Notices under the construction contract shall be delivered to the following locations:

Tenant: Ward Hinger
Imaging Associates, LLC
3650 Piper Street, Suite A
Anchorage, Alaska 99508

With a copy to Tenant's Attorney

Landlord: _____
Eagle River Medical Plaza, LLC
Attn: Ward Hinger
3650 Piper Street, Ste. A
Anchorage, AK 99508

With a copy to:
Adam Snyder
Ogden Murphy Wallace, PLLC
901 5th Avenue, Suite 3500
Seattle, WA 98164

10. Additional Requirements Concerning Tenant's Work. The following additional requirements will apply to Tenant's Work:

(a) All of Tenant's Work will be: (i) of a quality at least equal to building standard; (ii) completed only according to the Construction Documents approved by Landlord and in accordance with all Rules and Regulations; (iii) conducted in a manner so as to maintain harmonious labor relations and not to interfere with or delay any other work or activities being carried on by Landlord or Landlord's contractors or other occupants of the Condominium; (iv) designed, performed and completed in substantial compliance with all applicable standards and regulations established by Landlord and the Association, as well as all safety, fire, plumbing and electrical and other codes and governmental and insurance requirements; (v) completed only by the Contractor approved by Landlord; (vi) coordinated by the approved Contractor so as to insure timely completion; and (vii) performed and conducted in such a manner so as not to alter the structure or systems of the Condominium.

(b) Under no circumstances will Tenant, Contractor or any of their authorized representatives ever alter or modify or in any manner disturb any "Central" (as defined below) system or installation of the Condominium, including, without limitation, the Central plumbing system, Central electrical system, Central heating, ventilating and air conditioning system, Central fire protection and fire alert system, Central maintenance systems, Central structural system, elevators and anything located within the Central core of the Condominium building. Only with Landlord's express written permission will Tenant, Contractor or their authorized representatives alter or modify or in any manner disturb any "Branch" (as defined below) of

any Central system or installation of the Condominium that serves or is located within the Premises. "Central" means that portion of any Condominium system or component that is within the core of the Condominium system or component that is within the core of the Condominium or common to or serves or exists for the benefit of other tenants in the Condominium, and "Branch" means that portion of any Condominium system or component that serves to connect or extend Central systems to the Premises. Any and all interfacing with, or tie-ins to, any Central Condominium systems or Branches will be scheduled with Landlord not later than five (5) days prior to the commencement of any such work. Any such interfacing with, or tie-ins to, any such Condominium systems, and any checks of such interfacing or tie-ins, will be performed only after the same have been scheduled with, and approved by, Landlord.

(c) Tenant agrees that if Contractor fails to leave all Common Elements in a neat, clean, orderly and safe condition at the end of each day during construction of Tenant's Work, Landlord will have the right to immediately take such action as Landlord deems appropriate to render the Common Elements neat, clean, orderly and safe, and Tenant will, upon Landlord's written demand, reimburse Landlord for all Landlord's costs of taking such action.

11. Landlord's Services; Construction Administration if Tenant does not Use Landlord's Contractor. During construction of Tenant's Work, Landlord may provide the following services related to such construction, the cost of which will be paid by Tenant as a part of Tenant's Costs: all electricity and other utilities; refuse removal (including dumpsters); and any other services requested by Tenant or Contractor that Landlord agrees to provide (such as engineering, maintenance or housekeeping services). In the event that Tenant uses a General Contractor other than Landlord's General Contractor, which General Contractor Landlord may identify from time to time, then Landlord may charge a project management fee equal to 5% of total project costs.

12. Inspection; Stop Work; Noncomplying Work. Landlord reserves the right to inspect Tenant's Work in the Premises at all reasonable times, provided that such inspection(s) will in no way make Landlord responsible for any of Tenant's Work. Landlord reserves the right to stop any and all Work performed (or to be performed) if Landlord considers any such Work, or its performance, to be dangerous or creating a nuisance, or otherwise injurious to Tenant, Landlord or any other Condominium owners or occupants. If any inspection by Landlord reveals any items of Tenant's Work that does not comply with Tenant's obligations under this Work Letter, Landlord may so notify Tenant and require that the item be corrected to so comply. Within ten (10) days after the date of any such notice from Landlord, Tenant will begin correction of any such noncomplying item and will then promptly and diligently pursue such correction to completion.

13. Mechanics' Liens. In the conduct of Tenant's Work, Tenant will take all action necessary to ensure that no mechanic's or other liens attach to the Premises or Condominium, failing which shall constitute Tenant's Default. Without limitation, Tenant will post notices, with form and content and in the manner as specified by any applicable law, notifying all persons or entities which may supply labor or materials in connection with Tenant's Work that Landlord's interest in the Premises and Condominium will not be subject to any lien for the same.

14. Allowance. Intentionally Omitted.

EXHIBIT E
OPTION EXERCISE NOTICE AND
UNIT PURCHASE AGREEMENT

By the signature of Imaging Associates, LLC (“*IA*”) and the signature of Eagle River Medical Plaza, LLC (the “*Company*”) below, IA and the Company agree that IA is purchasing Units of the Company subject to the terms and conditions of this Option Exercise Notice (this “*Exercise Notice*”) and the Unit Purchase Agreement (the “*Agreement*”), which is attached to and incorporated into this Exercise Notice in its entirety.

Subject to (i) execution of this Exercise Notice and a counterpart signature page to the Company's then-effective Limited Liability Company Agreement, as amended from time to time (the "***Operating Agreement***"), and (ii) payment of the exercise price for the Option and any tax withholding obligations, IA will be admitted as a Member in the Company and will be subject to all the terms, conditions and obligations of the Operating Agreement with respect to the Units purchased hereunder. By exercising the Option, IA further agrees to execute all other agreements, certificates or documents considered necessary or desirable by the Company to effect IA's admission as a Member.

Purchaser: Imaging Associates, LLC

Address: _____

Option Grant Date: _____

Total number of Units for which Option is being exercised: _____
(Limited to 30.1% of Total Outstanding Units).

Exercise price per Unit: \$ _____
(Pro rata based on number of Units Purchased compared to Purchase Price for 30.1% of Units).

Total exercise price for Units being purchased: \$ _____

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Exercise Notice on the date(s) indicated.

EAGLE RIVER MEDICAL PLAZA, LLC

IMAGING ASSOCIATES, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachments:

Unit Purchase Agreement

EAGLE RIVER MEDICAL PLAZA, LLC**UNIT PURCHASE AGREEMENT**

Pursuant to the Option Exercise Notice (the “*Exercise Notice*”) and this Unit Purchase Agreement (this “*Agreement*”), Imaging Associates, LLC (“IA”) and Eagle River Medical Plaza, LLC (the “*Company*”) agree that IA is purchasing the number of Units of the Company set forth on the Exercise Notice (the “*Units*”), subject to this Agreement as set forth below.

1. Payment of Exercise Price; Party to Operating Agreement

Prior to or concurrently with the delivery of the Exercise Notice to the Company, IA shall deliver the purchase price for the Units in cash. By executing the Exercise Notice, IA represents and agrees that it has received and reviewed the Operating Agreement, is familiar with its terms and conditions and, by executing a signature page thereto in the form attached hereto as *Exhibit A* and delivering it to the Company, agrees to be bound as a Member thereunder with respect to the Units being purchased. IA further agrees to report for tax purposes with respect to the Units in a manner consistent with the Operating Agreement. IA understands that the Company is treated as a partnership for federal tax purposes and that allocations of income, loss and gain to IA, shall be reported to IA on a Schedule K-1 from the Company, and IA must report such allocations in accordance with its tax reporting, as appropriate.

2. Securities Law Compliance; Receipt of Documents

2.1 IA represents and warrants that it (a) has been furnished with a copy of the Operating Agreement and all information that it deems necessary to evaluate the merits and risks of the purchase of the Units; (b) has had the opportunity to ask questions and receive answers concerning the information received about the Units and the Company as well as information contained in the Operating Agreement; and (c) has been given the opportunity to obtain any additional information it deems necessary to verify the accuracy of any information obtained concerning the Units and the Company.

2.2 IA hereby confirms that it has been informed that the Units have not been registered under the Securities Act of 1933, as amended (the “*Securities Act*”), or any state securities laws pursuant to exemptions from registration. IA further confirms that it understands that the reliance by the Company on such exemptions is predicated in part on the truth and accuracy of the statements by IA in this Agreement.

2.3 IA hereby represents and warrants that it is purchasing the Units for its own account, for investment purposes only, and not with a view towards the distribution or public offering of all or any part of the Units.

2.4 IA hereby confirms that it understands that because the Units have not been registered under the Securities Act, IA must continue to bear the economic risk of the investment for an indefinite period of time and the Units cannot be sold unless the Units are subsequently registered or an exemption from registration is available.

2.5 IA hereby agrees that it will in no event sell or distribute all or any part of the Units, unless (a) there is an effective registration statement under the Securities Act and applicable state securities laws covering any such transaction involving the Units or (b) the Company receives an opinion of IA's legal counsel (concurring in by legal counsel for the Company) stating that such transaction is exempt from registration or the Company otherwise satisfies itself that such transaction is exempt from registration. Any sale or distribution of the Units is also subject to the restrictions on Transfer set forth in this Agreement and the Operating Agreement.

2.6 IA hereby consents to the placing of one or more legends on any certificate(s) for the Units and/or to the placing of a stop-transfer order on the books of the Company and with any transfer agents against the Units until the Units may be legally resold or distributed.

2.7 IA hereby confirms that it understands that at the present time the Units may not be resold or distributed by IA. IA understands that the Company has no obligation to IA to register the Units with the Securities and Exchange Commission and has not represented to IA that it will so register the Units.

2.8 IA confirms that it has been advised, prior to its purchase of the Units, that neither the offering of the Units nor any offering materials have been reviewed by any administrator under the Securities Act or any other applicable securities act (the "*Acts*") and that the Units have not been registered under any of the Acts and therefore cannot be resold unless they are registered under the Acts or unless an exemption from such registration is available.

2.9 IA hereby agrees to indemnify the Company and hold it harmless from and against any loss, claim or liability, including attorneys' fees or legal expenses, incurred by the Company as a result of any breach by IA of, or any inaccuracy in, any representation, warranty or statement made by IA in this Agreement or the breach by you of any terms or conditions of this Agreement.

2.10 IA understands that the Company is under no obligation to issue or deliver Units unless, in the opinion of the Company's counsel, such issuance, delivery or distribution would comply with all applicable laws (including, without limitation, the requirements of the Securities Act or the laws of any state or foreign jurisdiction) and the applicable requirements of any securities exchange or similar entity.

3. Transfer Restrictions

Units may not be Transferred except as permitted by this Agreement and the Operating Agreement. Any Transfer or attempted Transfer by IA of any Units or rights thereunder, or any part thereof, other than in accordance with the foregoing will be, and is hereby declared, null and void *ab initio*.

4. Stop-Transfer Notices; Book Entry Registration of Units

IA understands and agrees that, in order to ensure compliance with the restrictions referred to in this Agreement, the Company may issue appropriate "stop-transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records. The Company will not be required to (a) transfer on its books any Units that have been sold or Transferred in violation of the provisions of this

Agreement or (b) treat as the owner of the Units, or otherwise accord voting, dividend or liquidation rights to, any transferee to whom the Units have been transferred in contravention of this Agreement.

5. Independent Tax Advice

IA acknowledges that determining the actual tax consequences to it of exercising the Option, becoming a Member of the Company and/or disposing of the Units may be complicated. These tax consequences will depend, in part, on IA's specific situation and may also depend on the resolution of currently uncertain tax law, and other variables not within the control of the Company. IA is aware that it should consult a competent and independent tax advisor for a full understanding of the specific tax consequences to it prior to exercising the Option or disposing of the Units. Prior to exercising the Option, IA either has consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the exercise of the Option in light of its specific situation or has had the opportunity to consult with such a tax advisor but chose not to do so.

6. Withholding and Disposition of the Units

IA will make arrangements satisfactory to the Company for the payment of any federal, state, local or foreign withholding tax obligations that arise upon purchase of the Units.

7. General Provisions

7.1 Assignment. To the extent not prohibited by the Operating Agreement, the Company may assign its rights under this Agreement, whether or not such rights are then exercisable, to any person or entity selected by the Company.

7.2 Notices. Except as otherwise expressly set forth in this Agreement or the Operating Agreement, any notice required or permitted by this Agreement or the Operating Agreement must be in writing and will be deemed effective (a) at the time of personal delivery; (b) when sent by fax transmission or email transmission with confirmation of transmission; or (c) 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid. In the case of any notice delivered by fax, email or mail, such notice must be faxed, emailed or mailed to the party entitled to be notified at the applicable address, which, with respect to the Company, will be its principal business location, and with respect to IA, its most recent information on file with the Company.

7.3 No Waiver. No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

7.4 Undertaking. IA hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either IA or the Units pursuant to the express provisions of this Agreement.

7.5 Agreement Is Entire Contract. The Lease, the Exercise Notice, this Agreement, and the Operating Agreement constitute the entire set of agreements between the parties hereto with regard to the subject matter hereof. In the event of any inconsistency between the terms in (a) this Agreement, (b) the Lease, and (c) the Operating Agreement, the terms of the Operating Agreement will govern.

7.6 Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding on, the Company and its successors and assigns and IA and its legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person will have become a party to this Agreement and agreed in writing to join herein and be bound by the terms and conditions hereof.

7.7 Rights as a Member; Party to Operating Agreement. Subject to the provisions and limitations set forth in this Agreement and the Operating Agreement, IA will have the rights, privileges and obligations of a Member of the Company with respect to the Units.

7.9 Effect of Adjustments. In the event of any split, dividend, recapitalization, combination of Units, exchange of Units or other change affecting the Company's outstanding Units (or any comparable securities then outstanding) effected as a class without the Company's receipt of consideration, any new, substituted or additional securities distributed with respect to the Units will be immediately subject to the provisions of this Agreement, to the same extent the Units are at such time covered by such provisions.

7.10 Counterparts. The Exercise Notice may be executed in two or more counterparts, each of which will be deemed an original, but which, upon execution, will constitute one and the same instrument.

7.11 Governing Law. This Agreement will be subject to and governed exclusively by its terms and by the laws of Alaska without giving effect to principles of conflicts of law. IA irrevocably consents to the nonexclusive jurisdiction and venue of the state and federal courts located in the State of Alaska.