

EXHIBIT A
SUBLEASE AGREEMENT

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“**Sublease**”) is made and entered into as of February 1st 2022 (the “Effective Date”) by and between AVS Properties, LLC (“**Sublessor**”) and Alyeska Imaging, Inc. (“**Sublessee**”).

RECITALS

WHEREAS, pursuant to that certain Lease Agreement dated November 1st 2019 (“**Primary Lease**”) between Palmer HealthCare Investors (“**Landlord**”), and Sublessor, a copy of which is attached hereto as Exhibit A, Landlord leased to Sublessor those certain premises as described within the Primary Lease (“**Premises**”) of 2480 S. Woodworth Loop Suite 120 Palmer Alaska, 99645 (“**Property**”), which is located at 2840 S. Woodworth Loop, Suite 120, Palmer, Matanuska-Susitna Borough, Alaska 99645; and

WHEREAS, Sublessee desires to sublease from Sublessor, and Sublessor desires to sublease unto Sublessee, that portion of the Premises described on Schedule 1 hereto (which may include limitations as to the portion of the Premises) (the “**Subleased Premises**”):

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of discussed below and the mutual undertakings, covenants, promises and agreements of the parties, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference. All initially capitalized terms used in this Sublease and not otherwise defined herein (by reference or otherwise) shall have the same meaning as defined in the Primary Lease.

2. **“As-is” Condition.** Sublessor, for and in consideration of the rents, covenants and conditions herein set forth, does hereby sublease to Sublessee, and Sublessee does hereby sublease from Sublessor, the Subleased Premises, in ‘as is’ condition and on the terms, covenants and conditions set forth in the Primary Lease, except as same may be expressly modified in accordance with this Sublease and Schedule 1, attached hereto and made a part hereof.

3. **Rent.** The rent payments under this Sublease shall commence on the Effective Date. The rent payments shall be payable in advance on the first (1st) day of each month. Rent for any period which is for less than one (1) month shall be prorated. Sublessee shall pay to Sublessor monthly base rent in the amount of \$5,745.34 (“Base Rent”). Tenant shall pay as additional rent over the Base Rent the monthly amount of \$100.00 for its share of Sublessor’s costs and expenses related to the common area maintenance and operating costs of the Property. In addition, Sublessee shall be responsible for paying for utilities on a percentage basis based on use and the PET/CT usage as set forth on Schedule 1.

4. **Subordination to Primary Lease.** This Sublease is subject and subordinate in all respects to the terms, conditions and provisions of the Primary Lease and any mortgage, ground lease or other encumbrance now or hereafter affecting the Property, and in no event shall Landlord, its successors or assigns, be bound by the terms of this Sublease. All terms, conditions and provisions of the Primary Lease are hereby incorporated in this Sublease by reference. Sublessee agrees that, as a condition of this Sublease, Sublessee shall be responsible to fulfill all of the obligations and duties of Sublessor under the Primary Lease, provided that Landlord shall have the right to enforce all such obligations and duties against both Sublessee and Sublessor, and Sublessor shall remain responsible to Landlord under the Primary Lease for all such obligations and duties. Sublessee agrees to be bound to the Sublessor by all of the terms of the Primary Lease applicable to Sublessor and the Subleased Premises and perform all of the obligations and responsibilities that Sublessor by the Primary Lease assumes toward the Landlord and to indemnify and hold harmless Sublessor from any claim or liability under the Primary Lease caused by Sublessee. The relationship between the Sublessee and Sublessor hereunder shall be the same as that between the Sublessor and the Landlord under the Primary Lease.

5. **Term.** The term of this Sublease shall commence on the Sublease Commencement Date as set forth on Schedule 1 hereto. The term of this Sublease shall be for the remaining term of the Primary Lease, except that the term of the Sublease

may be shorter than the term of the Primary Lease if so provided on Schedule 1 hereto. In no event shall the term of this Sublease (or any renewal thereof) extend beyond the term of the Primary Lease.

6. **Termination.** This Sublease shall automatically terminate upon the earlier of: (i) the expiration or sooner termination of this Sublease, or (ii) termination of the Primary Lease, and upon any such event, Sublessee will immediately vacate the Premises and deliver possession of the Premises back to Sublessor in substantially the same condition as of the Sublease Commencement Date, subject to normal wear and tear, and Sublessee will thereafter have no right to occupy or enter upon the Premises. Upon termination of this Sublease, Sublessee (if requested by Sublessor or Landlord) will immediately execute and deliver an agreement evidencing the termination of this Sublease, in recordable form, for the purpose of terminating this Sublease as a matter of public record, but the failure of Sublessee to execute and deliver any such agreement shall not affect the termination of this Sublease.

7. **Default by Sublessor.** Upon demand by Landlord following an event of default under the Primary Lease, Sublessee agrees to make all rental payments under this Sublease directly to Landlord with any such payments fulfilling the equivalent obligations of Sublessee under this Sublease. Further, Sublessee and Sublessor agree to give notice to Landlord of any default by Sublessor and Sublessee respectively under this Sublease, such notice to be given simultaneously with the giving of notice to the defaulting party.

8. **Payments.** Each and every payment due from Sublessee to Sublessor hereunder shall be made not later than two (2) business days prior to the date upon which Sublessor is obligated to make the corresponding payment or expenditure under the Primary Lease. All payments of rent shall be due and payable, without notice and without offset, at Sublessor's address as set forth on Schedule 1 hereto, or at such other place or to such other party as may be designated in writing by Sublessor, without demand. In the event any amounts due hereunder have not been paid by the fifth (5th) day following the due date, Sublessee shall pay \$50.00 to Sublessor as a late fee to cover Sublessor's administrative costs, and all unpaid amounts shall bear interest from the first day due at the lesser of twelve percent (12%) per annum or the maximum rate allowed by law.

9. **Notices.** All notices required under this Sublease shall be in writing and shall be hand delivered by messenger or overnight commercial courier service or facsimile (with original to follow by overnight commercial courier for delivery on the next business day), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties at the addresses set forth on Schedule 1 hereto or to such other address as any party may designate by notice complying with the terms hereof. Each such notice shall be deemed delivered (a) on the date delivered if by personal or overnight delivery, (b) on the date faxed (with original to follow as provided above), and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Each party agrees to promptly deliver a copy of each notice, request or approval to Landlord in the manner set forth herein.

10. **Assignment; Subletting.** Sublessee shall be prohibited from assigning this Sublease, subletting the Premises, assigning any of its rights or delegating any of its duties under this Sublease without the prior express written consent of Sublessor and Landlord, which may be withheld in the sole discretion of Sublessor or Landlord, as well as any additional consents required under the Primary Lease, ground lease or any mortgage encumbering the Premises.

11. **Joint and Several Liability.** Sublessee shall be jointly and severally liable for all obligations of Sublessor under the Primary Lease as it pertains to the Subleased Premises.

12. **Prevailing Party.** If any legal action or other proceeding is brought for the enforcement of this Sublease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Sublease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

13. **Entire Agreement; Binding Obligations; Amendment.** This Sublease and any and all exhibits or other documents expressly incorporated herein shall constitute the entire agreement relating to the subject matter hereof between the parties hereto. Each party acknowledges that no representation, inducement, promise or agreement has been made, orally or otherwise, by the other party, or anyone acting on behalf of the other party, unless such representation, inducement, promise or agreement is embodied in this Sublease, expressly or by incorporation. All of the terms and provisions of this Sublease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns. The provisions of this Sublease may not be amended, supplemented, or modified orally, but only by a writing signed by the party as to whom enforcement of any such amendment, supplement or modification is sought and making specific reference to this Sublease and subject to all consents required hereunder.

14. **Counterparts; Electronic Signatures.** This Sublease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed counterparts of this Sublease signed by one party and sent by electronic mail or other electronic transmission to the other party shall (a) have the same effect as an original signed counterpart, and (b) serve as conclusive proof, admissible in judicial proceedings, of the party's execution of this Sublease.

15. **Governing Law; Severability; Jurisdiction; Venue.** This Sublease and all transactions contemplated by this Sublease shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located. If any provision of this Sublease shall be determined to be void by any court of competent jurisdiction or by any law or act subsequent to the date hereof, then such determination shall not affect any other provisions hereof, all of which other provisions shall remain in full force and effect. Each of the parties (a) agrees that any suit, action or legal proceeding arising out of or relating to this Sublease may be brought in the courts of record of the State and County in which the Property is located; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this Sublease, or in such other manner as may be provided under applicable laws or court rules in said State.

16. **Construction.** This Sublease shall not be construed more strictly against one party than against another merely by virtue of the preparation of any draft(s) of this Sublease by counsel for such party. If this Sublease was provided in whole or in part by any third party, Sublessor and Sublessee acknowledge and agree that such was done as a courtesy to the parties hereto upon request of either one or both such parties and without recourse from or against the party providing same or any of its affiliates. Both Sublessor and Sublessee further acknowledge and agree that they have each had an opportunity to seek the advice of their own legal counsel prior to entering into this Sublease.

17. **Waiver.** The waiver by any party to this Sublease of the violation or breach of any provision hereof by any other party shall not constitute a waiver of any prior or subsequent violation or breach of any provision of this Sublease.

18. **Consents.** In the event that the consent to this Sublease of Landlord, ground lessor or any mortgagee is required under the terms of the Primary Lease, then this Sublease is subject to the parties obtaining such consent. Sublessor and Sublessee acknowledge and agree that any consent received in connection with this Sublease shall be incorporated herein by this reference, and they further agree that this Sublease is subject to the terms and conditions of such consent(s).

19. **Brokers.** Sublessor and Sublessee represent and warrant that they have not dealt with any broker, finder or like agents in connection with the negotiation, execution or delivery of this Sublease. Sublessor and Sublessee agree to, indemnify, defend and hold Landlord harmless from and against obligations, losses, claims, liabilities, damages, costs and expenses (including all attorneys' fees and disbursements) incurred by reason of any claim or of liability to any broker, finder, like agent or other person for commissions or other compensation or charges with respect to the negotiation, execution and delivery of this Sublease, and such obligations shall survive the expiration or sooner termination of this Sublease.

IN WITNESS WHEREOF, the parties hereto have signed this Sublease as of the date first above written.

SUBLESSOR: AVS PROPERTIES, LLC

SUBLESSEE: ALYESKA IMAGING, INC.

By: Marcus Bobbitt
Marcus A. Bobbitt, Chief Executive Officer

By: Roseann B. Pickett
Roseann B. Pickett, Chief Executive Officer

SCHEDULE 1

PROPERTY:

SUBLEASED PREMISES:	2480 S. Woodworth Loop Suite 120, Palmer, Matanuska-Susitna Borough, Alaska 99645
LANDLORD'S ADDRESS:	550 Heritage Drive, Suite 200, Jupiter, FL 33458
SUBLESSOR'S ADDRESS:	4001 Laurel Street Suite 204, Anchorage, Alaska 99508
SUBLESSEE'S ADDRESS:	2751 DeBarr Road Suite 360 Anchorage, Alaska 99508
PRIMARY LEASE EXPIRATION DATE:	November 1, 2030
SUBLEASE COMMENCEMENT DATE:	February 1, 2022
SUBLEASE EXPIRATION DATE:	January 31, 2024
RENEWAL:	N/A
INITIAL BASE RENT:	\$5,745.34
INITIAL CAM CHARGE:	\$100.00
BASE RENT ADJUSTMENTS:	3%
PERMITTED USE:	Medical Practice
UTILITIES:	Percentage Basis / Use *PET/CT Usage
RIGHT TO TERMINATE:	9 months prior to sublease expiration date
SECURITY DEPOSIT:	\$5,745.34
SQUAREFOOTAGE BREAKDOWN:	Office Read Room – 155.08 SF PET/CT, Hot Lab, Uptake Rooms (2), Tech Room. PET/CT Equipment Room – 893.64 SF ½ Common Area: 376.87 = Sum SF 1,425.59
COMMON AREA SQFT BREAKDOWN	Hallways – 339.48 Waiting Area and Reception – 328.91 Change Room = 28.23 Toilet – 57.12 = Sum 753.74 SF

EXHIBIT A

[COPY OF PRIMARY LEASE ATTACHED]

Mat-Su Regional Medical Plaza II

LEASE AGREEMENT

Palmer Healthcare Investors, LLC
A Delaware limited liability company

and

AVS Properties, LLC
An Alaska limited liability company

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LEASE AGREEMENT

This Lease ("Lease") is made as of the Effective Date by and between Landlord and Tenant.

ARTICLE I. DEFINED TERMS

Except as otherwise expressly provided the terms defined in this Section have the meanings assigned to them in this Section and include the plural as well as the singular.

Term	Definition
Additional Rent	Amount to be paid by Tenant for the expenses of the Building incurred by Landlord and for other charges to be paid by Tenant under this Lease
Base Rent	Amount to be paid by Tenant for use of the Premises; subject to adjustment based upon the final measurement of the Premises, the initial Base Rent shall be Three Hundred Thirty-Six Thousand Nine Hundred Twenty-Seven and 36/100 Dollars (\$336,927.36), payable in twelve (12) equal installments of Twenty-Eight Thousand Seventy-Seven and 28/100 Dollars (\$28,077.28)
Base Rent Escalator	Three percent (3.00%) of the prior year's Base Rent
Building	Entire building located at 2480 S. Woodworth Loop, Palmer, Matanuska Susitna county, Alaska 99645, together with the parking areas (except those parking areas marked reserved or for the exclusive use of the individual or company named) and driveways serving the Building and parking areas and all grounds, other improvements and landscaped areas on the tax parcel on which the Building is located
Building City	Palmer
Building County	Matanuska Susitna
Building State	Alaska
Building Zip Code	99645
Calendar Year	Each succeeding twelve (12) month calendar period starting January 1 and ending December 31
Common Areas	All areas within the Building that are not held for exclusive use by persons entitled to occupy space and all other appurtenant areas and improvements provided by Landlord for the common use of Landlord and tenants and their respective employees and invitees, excluding the roof of the Building
Effective Date	Date this Lease is executed by Landlord
Expiration Date	Date which is One Hundred Twenty (120) months following the Rent Commencement Date, if the Rent Commencement Date is the first day of the month; otherwise the last day of the month which is One Hundred Twenty (120) months following the Rent Commencement Date
Ground Lease	Ground Lease between Ground Lessor and Landlord as ground lessee
Ground Lessor	Mat-Su Valley Medical Center, LLC
Guarantor	Zachary Steiner, M.D.
Guarantor's Notice Address	The Premises
Guaranty	Guaranty Agreement executed by Guarantor in the form attached as Exhibit E
Hospital	Valley Hospital Medical Center
Landlord	Palmer Healthcare Investors, LLC

Landlord's Maximum Contribution	Subject to adjustment based upon the final measurement of the Premises, Eight Hundred Eight Thousand Six Hundred Twenty-Five and 00/100 Dollars (\$808,625.00) [which is equal to One Hundred Twenty-Five and 00/100 Dollars (\$125.00) per useable square foot of the Premises (i.e. 6,469)]
Landlord's Notice Address	550 Heritage Drive, Suite 200 Jupiter, Florida 33458
Permitted Use	Vascular medicine
Premises	Set forth on Exhibit A
Property	See definition of Building
Renewal Notification Deadline	At least nine (9) months prior to the Expiration Date
Renewal Term	Two (2) terms of Sixty (60) months each
Rent	Sum of Base Rent and Additional Rent (Modified Gross Lease)
Rent Commencement Date	Earlier of (a) the date that is six (6) months immediately following the Effective Date; (b) July 1, 2020; (c) the date Tenant commences its business in the Premises; or (d) the date a certificate of occupancy for the Premises is issued by the applicable building authority after the Tenant Improvements are substantially complete
Rentable Square Footage of the Building	Thirty-Eight Thousand Five Hundred Eighty-Seven (38,587)
Rentable Square Footage of the Premises	Seven Thousand Five Hundred Sixty-Eight (7,568)
Security Deposit	Twenty-Eight Thousand Seventy-Seven and 28/100 Dollars (\$28,077.28)
Tenant	AVS Properties, LLC
Tenant Improvements	Improvements to the Premises set forth on attached Exhibit D
Tenant's Notice Address	The Premises
Tenant's General Expense Stop	Actual Operating Expense Amount for Calendar Year 2020
Tenant's Proportionate Share	Tenant's percentage of the Building and the Common Areas surrounding the Building calculated by dividing the Rentable Square Footage of the Premises by the Rentable Square Footage of the Building, which is Nineteen and 61/100 percent (19.61%)
Tenant's Required Insurance	Set forth in Section 9.03
Term	One Hundred Twenty (120) months

ARTICLE II GENERAL PROVISIONS

Section 2.01 Binding Lease Obligation.

This Lease is a legal, valid and binding obligation of Landlord and Tenant enforceable against Landlord and Tenant and their respective heirs, executors, administrators, successors and permitted assigns of the parties, upon the terms and conditions set forth in this Lease. In consideration of Tenant's covenants, conditions and agreements in this Lease, including Tenant's agreement to pay Rent, Landlord does hereby lease to Tenant and

Tenant does hereby lease and accept from Landlord the Premises, with the nonexclusive right, in common with other tenants of the Building to use all Common Areas. Tenant's use of the Premises and Common Areas shall be subject to the terms and conditions of this Lease.

Section 2.02 Exhibits to Lease.

The exhibits listed below and attached to this Lease are incorporated herein by this reference:

Exhibit A	Premises
Exhibit B	Building Standard Services
Exhibit C	Lease Rules and Regulations
Exhibit D	Tenant Improvements
Exhibit E	Guaranty of Lease

Section 2.03 Effective Date and Term.

This Lease is effective on the Effective Date. The Term of this Lease begins on the Rent Commencement Date and ends on the Expiration Date.

Section 2.04 Extension of Term.

Provided that Tenant is not in default of this Lease, and that Tenant shall not have had in excess of four (4) Events of Default, defined in Section 12.01, (whether or not cured), during the then current Term, Tenant shall have the option to extend the Term of this Lease for the Renewal Term. If Tenant elects to exercise its right to extend the Term, Tenant shall provide written notice to Landlord, in accordance with Section 17.06, prior to the Renewal Notification Deadline. Failure of Tenant to provide such written notice shall preclude the exercise of the then applicable renewal option and any subsequent renewal options. Tenant agrees that Tenant's exercise of this option to extend the Term shall not impose any additional requirements or obligations upon Landlord, the Premises being leased upon renewal "As Is", except for the Rent which shall be adjusted, commencing on the first day of the Renewal Term, to the fair market rental rate in the Palmer, Alaska area ("Fair Market Rental Rate"), but not less than the previously paid Base Rent increased by three percent (3%), and increased annually thereafter by an amount equal to three percent (3.00%) of the previously paid Base Rent, without regard to rental concessions, credits or abatements, if any. If this Lease is extended, then Term shall include any such Renewal Term.

If Landlord and Tenant are unable to agree on the Fair Market Rental Rate for the Renewal Term within thirty (30) days of receipt by Landlord of the extension notice for the Renewal Term, Landlord and Tenant each, at its cost and by giving notice to the other party, shall appoint a competent and impartial commercial real estate broker (hereinafter "Broker") with at least five (5) years' full-time commercial real estate brokerage experience in the Palmer, Alaska area to set the Fair Market Rental Rate for the Renewal Term. If either Landlord or Tenant does not appoint a Broker within ten (10) days after the other party has given notice of the name of its Broker, the single Broker appointed shall be the sole Broker and shall set the Fair Market Rental Rate for the Renewal Term. If two (2) Brokers are appointed by Landlord and Tenant as stated in this paragraph, they shall meet promptly and attempt to set the Fair Market Rental Rate. In addition, if either of the first two (2) Brokers fails to submit his or her opinion of the Fair Market Rental Rate within the time frames set forth below, then the single Fair Market Rental Rate submitted shall automatically be the initial monthly Base Rent for the Renewal Term and shall be binding upon Landlord and Tenant. If the two (2) Brokers are unable to agree within twenty (20) days after the second Broker has been appointed, they shall attempt to select a third Broker, meeting the qualifications stated in this paragraph within ten (10) days after the last day the two (2) Brokers are given to set the Fair Market Rental Rate. If the two (2) Brokers are unable to agree on the third Broker, either Landlord or Tenant by giving ten (10) days' written notice to the other party, can apply to the Presiding Judge of the Superior Court of the county in which the Premises is located for the selection of a third Broker who meets the qualifications stated in this paragraph. Landlord and Tenant each shall bear one-half (1/2) of the cost of appointing the third Broker and of paying the third Broker's fee. The third Broker, however selected, shall be a person who has not previously acted in any capacity for either Landlord or Tenant. Within ten (10) days after the selection of the third Broker, both Landlord and Tenant shall submit to the third Broker their Broker's determination of the Fair Market Rental Rates. Within twenty five (25) days after the selection of the third Broker, the third Broker shall select one of the two Fair Market Rental Rates submitted by the first two Brokers

as the Fair Market Rental Rate for the Renewal Term. The determination of the Fair Market Rental Rate by the third Broker shall be binding upon Landlord and Tenant.

Section 2.05 Rent Commencement Date.

Tenant agrees to begin paying Rent on the Rent Commencement Date. In the event that the Rent Commencement Date is delayed by acts or omissions of Tenant or Landlord (including but not limited to delay in the completion of Tenant Improvements) or by Force Majeure as defined in **Section 17.12**, Landlord may, within its reasonable discretion extend the Rent Commencement Date by a number of days equal to the number of days of said delay. Landlord shall deliver to Tenant notice in writing of the revised Rent Commencement Date. In the event Landlord shall be unable to deliver possession of the Premises to Tenant by the Rent Commencement Date, including said extensions, if applicable, Landlord shall deliver to Tenant notice in writing no later than thirty (30) days prior to the Rent Commencement Date stating the revised Rent Commencement Date. Landlord shall not be liable in any matter for the failure, for any reason, to deliver the Premises by the Rent Commencement Date stated above, and this Lease shall not be void or voidable as a result of such failure. Upon the occurrence of the Rent Commencement Date, Landlord shall execute the Rent Commencement Date Notice, stating the Rent Commencement Date. The Rent Commencement Date Notice shall be delivered to Tenant in accordance with **Section 17.06**. Tenant shall have ten (10) days from the date of its receipt of the Rent Commencement Date Notice to submit a written objection to any term contained therein. Tenant's failure to submit a written objection within that time frame shall constitute Tenant's ratification of the Rent Commencement Date Notice and the terms contained therein. If the Rent Commencement Date does not coincide with the first or last day of a calendar month the Monthly Base Rent for such month shall be prorated on the basis of the number of days in such month during which this Lease was in effect in proportion to the total number of days in such month.

Section 2.06 Modified Gross Lease.

Commencing on the Rent Commencement Date, Tenant shall pay the Base Rent which shall increase in accordance with **Section 2.07**. Tenant agrees to pay Additional Rent in monthly installments, on an estimated basis, during each year of the Term of this Lease. **Section 4.04** and **Section 4.05** set forth Landlord's procedure for determining the estimated amount of Additional Rent and the procedure for reconciling the estimated payments with the actual expenses following the end of each calendar year.

With the execution of this Lease, Tenant has deposited with Landlord the first month's Rent.

Section 2.07 Base Rent Adjustments.

Landlord and Tenant agree that, commencing on the date which is twenty-four (24) months after the Rent Commencement Date, the initial Base Rent shall be increased every other calendar year by the Base Rent Escalator without regard to rental concessions, credits or abatements, if any; provided, however, if the Rent Commencement Date occurs on a date other than the first day of the month, the escalations shall occur on the first day of the month following the month in which the applicable anniversary of the Rent Commencement Date occurs.

Section 2.08 Security Deposit.

With the execution of this Lease by Tenant, Tenant has deposited with Landlord the Security Deposit as security for the punctual performance by Tenant of each and every obligation of Tenant under this Lease. Upon the occurrence of an Event of Default by Tenant, in addition to and without prejudice to any other rights and remedies available to Landlord, Landlord may apply or retain all or any part of such Security Deposit to cure the default or to reimburse Landlord for any sum which Landlord may spend by reason of default. In the event Landlord applies all or any part of the Security Deposit, Tenant shall, on demand, pay to Landlord the amount required to restore the Security Deposit to its original amount. If, at the end of the Term, Tenant is not in default under this Lease, and there is no damage to Landlord's property, including, but not limited to, furniture, carpet, floor coverings, walls and wall coverings, normal wear and tear excepted, the Security Deposit, or any balance thereof, shall be returned to Tenant, without interest. It is expressly understood and agreed that the Security Deposit is not an advance payment of or on account of the Base Rent or Additional Rent or any part or installment thereof or a measure of Landlord's damages.

Section 2.09 Guaranty.

Coincident with Tenant's execution of this Lease, the Guarantor shall execute the Guaranty pursuant to which the Guarantor shall guarantee Tenant's performance of the terms of this Lease.

Section 2.10 Ground Lease.

This Lease is a sublease under the Ground Lease. All terms and provisions of this Lease shall be subject and subordinate to the terms and provisions of the Ground Lease. In the event of Landlord's default under the Ground Lease, Tenant shall, upon the demand of the Ground Lessor, make all rental payments under the Lease to the Ground Lessor. This Lease shall terminate upon the termination of the Ground Lease; provided, however, that the Ground Lessor will not terminate the Lease if a written subordination agreement is entered into between Ground Lessor and Tenant.

ARTICLE III. PREMISES**Section 3.01 Use of Common Areas.**

The occupancy by Tenant of the Premises shall include the nonexclusive use of the Common Areas, subject, however, to compliance with all Applicable Laws (defined in Section 5.02) and all restrictions, if any. Landlord shall at all times during the Term have exclusive control over the Common Areas. Tenant shall keep the Common Areas clear of any obstruction or unauthorized use caused by Tenant or Tenant's agents, employees, contractors and invitees. Landlord may temporarily close any portion of the Common Areas for any reasonable purpose and may make such modifications to the Common Areas as Landlord reasonably desires. Except as otherwise provided in this Lease, Tenant shall not locate any equipment or improvements on all or any portion of the roof of the Building for any purpose without Landlord's written consent.

Section 3.02 Tenant Improvements.

The Tenant Improvements shall be constructed, and the costs therefore allocated, in accordance with the terms of Exhibit D. Except as otherwise expressly provided in this Lease, Landlord shall not be required to make any alterations, improvements, additions, repairs or replacements to the Premises.

Section 3.03 Acceptance of Premises.

Tenant's occupancy of the Premises shall be Tenant's acknowledgement of the receipt and delivery of possession of the Premises and Tenant's agreement that Tenant has examined the condition of the Premises and has found the same to be in good order and repair, free from Hazardous Materials (defined in Section 11.03) in compliance with Applicable Laws, and satisfactory for Tenant's purposes hereunder. Tenant's receipt and delivery of possession shall constitute Tenant's further acknowledgement that: (a) Tenant is leasing the Premises in its "as is" condition as of the date possession of the Premises is delivered by Landlord; and, (b) Tenant waives any claim or action against Landlord in respect of the condition of the Property or the Premises. Tenant specifically waives any claim or action against Landlord in respect of the condition of the Property or the Premises including any defects or adverse conditions not discovered or otherwise known by Tenant as of the Rent Commencement Date. Tenant represents that the officers of Tenant are knowledgeable and experienced in the leasing of properties comparable to the Premises and agrees that Tenant will be relying solely on Tenant's inspections of the Premises in leasing the Premises. Landlord shall not be responsible for obtaining any governmental approvals or permits necessary to enable Tenant to occupy or use the Premises (other than the certificate of occupancy and other approvals related to work done by Landlord to construct the Premises), same being the sole responsibility of Tenant. Landlord shall not be responsible for obtaining any certificates of occupancy or other approvals required in connection with construction work done by Tenant or contractors engaged by Tenant. **TENANT'S ACCEPTANCE OF THE PREMISES SHALL CONSTITUTE TENANT'S AGREEMENT AND ACKNOWLEDGMENT THAT LANDLORD HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IN RESPECT OF THE PROPERTY, THE PREMISES OR ANY PART THEREOF, EITHER AS TO ITS FITNESS FOR USE, SUITABILITY, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE, AS TO QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, OR THE EXISTENCE OF ANY HAZARDOUS MATERIALS, IT BEING AGREED THAT ALL SUCH RISKS, LATENT OR PATENT, ARE TO BE BORNE BY TENANT IN ACCORDANCE WITH THE TERMS OF THIS LEASE. LANDLORD HEREBY**

DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO THE PROPERTY, THE PREMISES OR ANY COMPONENT PART THEREOF. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION BY LANDLORD OF, AND LANDLORD DOES HEREBY DISCLAIM, ANY AND ALL WARRANTIES BY LANDLORD, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, THE PREMISES OR ANY PORTION THEREOF, AND TENANT HEREBY ACKNOWLEDGES AND ACCEPTS SUCH EXCLUSION, NEGATION AND DISCLAIMER.

Section 3.04 Landlord's Right to Relocate Tenant.

Landlord shall have the right to relocate Tenant from the Premises to another suite within the Building mutually agreed upon by Landlord and Tenant ("Relocation Premises") at any time, upon not less than ninety (90) days written notice to Tenant. If Landlord elects to relocate Tenant, (i) the Relocation Premises shall contain usable area that is approximately the same as, or greater than the Premises, (ii) Landlord shall improve the Relocation Premises at Landlord's sole cost and expense to at least the standards of the Premises at the time of relocation, and (iii) Landlord shall pay the reasonable costs for moving Tenant's trade fixtures and furnishings from the Premises to the Relocation Premises. Landlord shall not be liable for any further indirect or special expenses of Tenant resulting from the relocation, including, but not limited to, lost profits and losses due to business interruption. Upon such relocation of Tenant, Landlord shall prepare an amendment to this Lease changing the description of the Premises and making related adjustments and Tenant shall execute such amendment within ten (10) days of receipt. All other terms of this Lease not specifically modified in the amendment shall apply to the Relocation Premises. If Landlord and Tenant cannot agree on the location of the Relocation Premises, Landlord shall have the right to terminate this Lease upon ninety (90) days written notice to Tenant.

Section 3.05 Landlord's Right to Measure the Premises and Building.

Upon the completion of the Tenant Improvements, Landlord hereby reserves the right to measure the rentable square footage of the Premises, in accordance with BOMA standards. Additionally, Landlord hereby reserves the right to measure the rentable square footage of the Premises and the Building, in accordance with BOMA standards, one (1) time during the Term. If the Rentable Square Footage of the Premises determined as a result of the foregoing measurements is not the same as the amount set forth in Article I of this Lease, then proportionate, equitable adjustments shall be made to the definitions of Base Rent, Landlord's Maximum Contribution, Rentable Square Footage of the Premises, and Tenant's Proportionate Share. Upon the written request of either party, the parties shall execute an amendment to memorialize the foregoing adjustments within thirty (30) days after such requesting party's request for such amendment.

ARTICLE IV. RENT PAYMENTS

Section 4.01 Payment of Rent.

Tenant shall pay to Landlord monthly installments of Base Rent and Additional Rent on or before the first day of each month during the Term. Tenant's payment of monthly installments of Base Rent, Additional Rent, and all other sums and charges due under this Lease shall be made by check payable to Landlord, and shall be mailed to Landlord at such address as Landlord shall designate.

Section 4.02 Covenant to Pay Rent.

Tenant hereby covenants and agrees to pay to Landlord all such Base Rent, Additional Rent and other sums and charges without any demand or notice and without set-off or deduction for any reason whatsoever, except as specifically provided in this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

Section 4.03 Late Charges.

In the event Tenant shall fail to pay any Rent or other monies due hereunder within five (5) days after the same becomes due and payable, there shall be chargeable on the unpaid amount a service charge of five percent (5%) for each month or portion thereof during which the same remains unpaid. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. In addition, any amount owed by Tenant to Landlord that is not paid within thirty (30) days after the date due shall, from the due date of such amount until paid, bear interest at the lesser of (i) the rate of ten percent (10%) per annum, or (ii) the maximum rate permitted by Applicable Laws. The payment of interest and/or a late charge shall not excuse or cure any default by Tenant under this Lease and shall be payable by Tenant to Landlord in addition to any other rights and remedies Landlord may have for such late payment. Notwithstanding the foregoing, Landlord shall furnish Tenant with five (5) days advance written notice of such unpaid amount prior to the imposition of a service charge provided, however, Landlord shall not be required to furnish Tenant said five (5) days' notice more than once during any consecutive twelve (12) month period during the Term or any Renewal Term of this Lease.

Section 4.04 Additional Rent Definitions.

In addition to Annual Base Rent, Tenant shall pay to Landlord as Additional Rent under this Lease the Operating Expense Amount (as hereinafter defined) multiplied by the Rentable Square Footage of the Premises, with the resulting amount reduced by the product of the Tenant's General Expense Stop multiplied by the Rentable Square Footage of the Premises.

(a) Tenant's Proportionate Share shall mean Tenant's percentage of the Building and the Common Areas surrounding the Building calculated by dividing the Rentable Square Footage of the Premises by the Rentable Square Footage of the Building.

(b) Qualified Operating Expenses are all costs and expenses, except Non-Qualified Operating Expenses, during a Calendar Year, paid or incurred by Landlord because of or in connection with the ownership, control, operation, repair, management, security, safety, cleaning or maintenance of the Premises or Building, all related improvements thereto or thereon and all machinery, equipment, fixtures and other facilities, including personal property, as may now or hereafter exist in or on the Premises or Building. Qualified Operating Expenses include, without limitation: (i) common area maintenance costs including but not limited to: lawn care and landscaping; supplies; tools; equipment and materials used in the operation, repair, maintenance of the Property and the Common Areas; repairs; resurfacing, re-striping and all other costs and charges associated with parking areas; lighting; refuse removal; painting; the cost of personnel to implement such services and to maintain the Common Areas; property management fees; maintenance contracts; repair costs for equipment, including (without limitation) the HVAC system serving the Building; all costs associated with the elevators in the Building; janitorial services for the Common Areas; alarm monitoring, access control, and security services for the Common Areas, if at any time provided; and other costs or expenses incurred with respect to the Common Areas; (ii) utilities including all costs, charges and fees for all utilities for the Building including but not limited to the cost of water, sewer, electricity, heating, ventilation and air conditioning (excluding those costs billed directly to tenants of the Building); (iii) Taxes; (iv) insurance; and (v) the amortized costs of capital expenditures (as determined in accordance with GAAP) that are (a) required by Applicable Laws, (b) made for the purpose of reducing Building operating expenses, including those made to improve energy efficiency, (c) made for the purpose of directly enhancing the safety of Building tenants, or (d) made otherwise to maintain the first-class nature of the Building.

(c) Non-Qualified Operating Expenses shall not be included in the calculation of Tenant's Additional Rent. Non-Qualified Operating Expenses shall mean: (i) the cost of any alterations, additions, changes or decorations which are made in order to prepare any space included in the Building; (ii) any cost which would otherwise be a Qualified Operating Expense to the extent the same is reimbursable to Landlord by proceeds of insurance, condemnation award, refund, credit, warranty, service contract; (iii) brokerage and leasing commissions, space planning, architectural or engineering fees related to leasing or procuring tenants for the Building, including Tenant; (iv) debt service or the costs of any mortgaging, financing, refinancing, transfer, sale of the Property or any part thereof or interest therein; (v) the cost incurred by Landlord in performing work or furnishing any service to or for a tenant of space in the Building (including Tenant) at such tenant's cost and expense; (vi) advertising, marketing or promotional expenditures; (vii) accounting fees, other than those incurred in

connection with the operation of the Property and the preparation of statements required pursuant to the provisions of this Lease and similar provisions or other leases of space in the Building; (viii) cost of repairs and maintenance of the Building which are paid wholly by Tenant to third parties or wholly by other than Landlord or Tenant to third parties; and (ix) depreciation or amortization (except as set forth in the definition of Qualified Operating Expenses).

(d) Taxes shall mean and include, unless otherwise specified, all federal, state, and local government taxes, assessments and charges of any kind or nature, whether general, special, ordinary or extraordinary, paid by, imposed upon or assessed against Landlord or the Premises or the Building during each Calendar Year of the Term with respect to the ownership, management, operation, maintenance, repair or leasing of the Premises or Building. Taxes shall include, without limitation, real property taxes and assessments, sewer assessments, charges, sales and use taxes, ad valorem taxes, personal property taxes, and all other taxes, assessments and charges in lieu of, or substituted for, any of the foregoing taxes, assessments and charges. Taxes shall not include any federal, state or local government income, franchise, capital stock, inheritance or estate taxes, except to the extent such taxes are in lieu of or a substitute for any of the taxes, assessments or charges previously described in this Section. Taxes shall also include the amount of all fees, costs and expenses (including without limitation, attorneys' fees and court costs) paid or incurred by Landlord each Calendar Year in seeking or obtaining any refund or reduction of taxes or for contesting or protesting any imposition of taxes, whether or not successful and whether or not attributable to taxes assessed, paid or incurred in such Calendar Year. At the commencement and upon the termination of the Term, Taxes then paid or assessed will be appropriately prorated to reflect the portion of the period covered by such Taxes included within the Term and if the amounts of Taxes then assessed but not then due are not known, Tenant shall pay to Landlord the appropriately prorated portion of such Taxes based upon the amounts due in the previous tax year.

For purposes of this Lease, "Operating Expense Amount" shall mean an amount equal to the amount of Qualified Operating Expenses for such Calendar Year divided by the Rentable Square Footage of the Building; provided, however, if the Qualified Operating Expenses actually incurred by Landlord are lower than would be incurred if the Building were fully occupied or if Landlord shall not furnish any particular item(s) of work or services (the cost of which would otherwise be included within Qualified Operating Expenses) to portions of the Building because (A) such portions are not occupied; (B) such item of work or services is not required or desired by the tenant of such portion; (C) such tenant is itself obtaining such item of work or services; or (D) of any other reason, then appropriate adjustments shall be made to determine the Operating Expense Amount for such Calendar Year as though the Building were fully occupied and as though Landlord had furnished such item(s) of work or services to the entire Building; provided, however, in no event shall the Operating Expense Amount include any costs or expenses excluded by the terms of this Section 4.04.

Section 4.05 Payment of Additional Rent.

During each Calendar Year, Tenant shall pay its Additional Rent on an estimated monthly basis with reconciliation of the estimated payments of Additional Rent to actual amount of Additional Rent following the end of the applicable Calendar Year. Additional Rent shall be estimated by Landlord and communicated to Tenant thirty (30) days prior to the beginning of each Calendar Year if sufficient data is then available, and, if not, then as soon thereafter as sufficient data is available to Landlord. The first payment shall be due and payable in advance on the Rent Commencement Date and thereafter Tenant shall pay to Landlord each month during such Calendar Year at the same time as monthly installment payments of Base Rent are due for such Calendar Year, an amount equal to the monthly estimated Additional Rent provided by Landlord. Landlord reserves the right to adjust the monthly estimate of Additional Rent during any Calendar Year. Within ninety (90) days after the end of each Calendar Year, or as soon as possible thereafter, Landlord shall prepare and deliver to Tenant a statement showing the actual amount of Tenant's Additional Rent for such Calendar Year (a "Reconciliation Statement"). If the actual amount of Tenant's Additional Rent, as reflected on the Reconciliation Statement, is greater than the aggregate of estimated monthly payments of Additional Rent actually paid by Tenant during such Calendar Year, Tenant shall pay to Landlord such difference within thirty (30) days after delivery of the Reconciliation Statement. If the actual amount of Tenant's Additional Rent for the applicable Calendar Year, as reflected on the Reconciliation Statement, is less than the aggregate of estimated monthly payments of Additional Rent actually paid by Tenant during such Calendar Year, Landlord shall credit to Tenant such difference for Tenant's Additional Rent for the next Calendar Year. If the actual amount of Tenant's Additional Rent for a Calendar Year that is the final year of Tenant's Term, as reflected on the Reconciliation Statement, is

less than the aggregate of estimated monthly payments of Additional Rent actually paid by Tenant during such Calendar Year, Landlord shall refund to Tenant such difference at the end of Tenant's Term.

Section 4.06 Review of Records.

Landlord shall make available to Tenant, during normal business hours at Landlord's address, Landlord's books and records maintained with respect to the Qualified Operating Expenses of the Building for the applicable Calendar Year(s). If Tenant wishes to contest any item on the Reconciliation Statement, Tenant may only do so in a written notice ("Contest Notice") received by Landlord within thirty (30) days following Tenant's receipt of such Reconciliation Statement, which notice shall specify in detail the items being contested and the specific grounds therefor. In the event Tenant does not provide notice within such thirty (30) days, the Reconciliation Statement shall be deemed correct and accepted by Tenant. The giving of any such Contest Notice shall not relieve Tenant from the obligation to pay when due in accordance with this Lease any amount to be paid as set forth on such Reconciliation Statement or otherwise. Tenant recognizes the confidential nature of Landlord's books and records, and agrees that any information obtained by Tenant during any examination shall be maintained in strict confidence by Tenant or anyone else reviewing Landlord's books and records on behalf of Tenant.

ARTICLE V. USE OF PREMISES

Section 5.01 Permitted Uses.

Tenant shall use and occupy the Premises during the Term hereof for the Permitted Use and related medical services associated with the Permitted Use that can safely be performed in a medical office setting permitted by Applicable Laws and ordinances. Tenant may not otherwise use the Premises for any use without the written consent of Landlord.

Section 5.02 Prohibited Uses.

Tenant shall not use or occupy the Premises in violation of any law, order, rule, regulation or ordinance, (collectively "Applicable Laws"); or any recorded covenants, conditions or restrictions, ground leases or any rules or regulations as are prescribed by Landlord including, but not limited to, those rules and regulations set forth on Exhibit C, from time to time governing or affecting the Premises or the Building or the business of Tenant conducted thereon (all such covenants, conditions, restrictions, ground leases, rules and regulations being collectively referred to herein as "Restrictions"). Tenant shall, upon written notice from Landlord, discontinue any use of the Premises which is declared by a governmental entity, agency or authority of competent jurisdiction to be a violation of law, rule, regulation or ordinance. Tenant shall comply with any direction of any governmental entity, agency, or authority of competent jurisdiction which shall by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty or liability upon Tenant or Landlord with respect to the Premises or with respect to the use or occupation thereof. Tenant shall not use or occupy the Premises or permit anything to be done in or about the Premises, whether by Tenant, its employees, agents, invitees or otherwise, which is indecent or immoral, which will in any way obstruct or interfere with the rights of other tenants of the Building or injure them, which is a nuisance or which is obnoxious to or out of harmony with the operation of a first class medical office building. Tenant shall not use or permit any of its employees, invitees or others claiming by and through Tenant any exclusive parking spaces reserved for other tenants and shall obey all parking garage rules and regulations established by Landlord.

Section 5.03 Ground Lease Restrictions.

Except for the "Prohibited Activities" described below, Tenant may perform usual and customary services provided in a medical office setting to Tenant's patients which may include the following authorized medical services: (i) outpatient surgeries that do not require general anesthesia or intravenous sedation, and/or (ii) pathological laboratory and radiological services to any of Tenant's patients, so long as such pathological laboratory and radiological services are merely ancillary and incidental to Tenant's primary medical practice and do not constitute Tenant's primary medical practice or specialty nor the predominant services rendered by Tenant to Tenant's patients.

Tenant shall not be permitted to provide any of the following services or procedures without the express prior written approval of Landlord and Ground Lessor (the "Prohibited Activities"): (i) any other surgeries not expressly permitted above, and (ii) any "ancillary medical care service" (as hereinafter defined). As used herein, an "ancillary medical care service" shall mean and include (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plain film radiography, computerized tomography (CT) ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service other than those services described above, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a physician or by other health care professionals under the direct supervision of a physician, or a facility operated for the provision of any such service. None of the restrictions set forth herein shall be deemed or construed to prohibit Tenant from performing any such services and/or providing any such facilities to its own patients where Tenant is the treating professional and such services are provided in the customary course of treatment within Tenant's medical practice.

In no event shall the Premises be used for the following activities without the prior written consent of Landlord and Ground Lessor which may be withheld for any reason, reasonable or unreasonable, or for no reason at all: (i) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a birthing center, a health maintenance organization or similar direct care provider, an ambulance service, a kidney dialysis center or an inhalation or physical therapy center, (ii) any purpose that is in violation of any law, code, ordinance, zoning ordinance or condition or governmental rule or regulation, (iii) any purpose deemed by Ground Lessor or its insurer to be extrahazardous on account of fire risk, or (iv) any purpose that would make void or voidable any insurance policy covering any portion of the Hospital or the parking area, or (v) any operation which created an unreasonable nuisance.

No drugs or medicines may be dispensed on the Property to persons other than the patients of Tenant. The installation and use of any diagnostic, laboratory or radiology equipment on the Property shall be subject to the prior written approval of Ground Lessor, and prior to the installation of any such equipment on the Property, Ground Lessor shall be provided with a list of such equipment and its intended use. The foregoing preconditions shall not apply to any diagnostic, laboratory or radiology equipment that is part of the usual and customary equipment used by Tenant in its medical practice.

Section 5.04 License and Hospital Staff Membership Requirements.

Tenant acknowledges that Tenant is a Qualified Occupant (as described below). A Qualified Occupant is either (i) an active member in good standing of the medical staff of the Hospital, or (ii) a professional partnership, professional corporation or professional limited liability company (or a similar professional entity used by medical professionals), whose physician member, owners or shareholders, as applicable who use the Premises are active medical staff members in good standing of the Hospital. Tenant shall maintain such status as a Qualified Occupant at all times during the Term and, notwithstanding any other provision of this Agreement, shall not transfer any right, title or interest in or to this Lease or the Premises to any person that is not a Qualified Occupant. All physicians offering services at the Premises shall be licensed to practice medicine in the Building State at all times during the Term. Any violation of this Section shall be a material default under this Lease. If, at any time Tenant ceases to be a Qualified Occupant, then, from and after the sixtieth (60th) day following the occurrence of such event (the "Option Date"), the Ground Lessor shall have an option (the "Option") to terminate the rights of Tenant under this Lease, which Option may be exercised at any time by giving not less than thirty (30) days' prior written notice to Tenant and Landlord specifying the termination date. In such circumstances, (i) neither party hereto shall be deemed to have breached this Lease and the parties shall be in the same position with respect to this Lease as if the termination date specified in said notice were the expiration date of the Lease Term, including all extension terms (provided that nothing herein shall be construed to relieve Tenant of liability for Rent or any other obligations of Tenant accruing prior to the date of termination specified in said notice); and (ii) the Ground Lessor shall be deemed, automatically and without further action by the Ground Lessor, Landlord, Tenant or any other person or entity, to have assumed all obligations of Tenant under this Lease and to have been assigned all of Tenant's rights under this Lease, but solely from and after the date specified in said notice. In no event shall the Ground Lessor be entitled to exercise its Option hereunder if, prior to the giving of

notice of exercise, Tenant has cured the grounds therefor by regaining its status as a Qualified Occupant or by subleasing (but subject to all restrictions of this Lease) to one or more Qualified Occupants. Landlord and Tenant acknowledge that the Ground Lessor is an intended third party beneficiary of this Section.

ARTICLE VI. UTILITIES

Section 6.01 Utility Service.

Tenant shall contract for in its own name, pay and discharge when due and before delinquent, all charges for electricity, power, gas, telephone, oil, water and other utilities used or consumed upon the Premises during the Term of this Lease, or any extension thereof for its utilities that are separately metered. Landlord will contract for utility services that are centrally metered and Tenant's Proportionate Share of these expenses will be included in Additional Rent as set forth in **Section 4.04**. Landlord shall not be liable to Tenant for any damage due to interruption of utility service, whether from repairs, accidents, strikes, or any other cause, nor shall the same be construed as an eviction of Tenant, work an abatement of rent, or relieve Tenant from the operation of any covenant, provision or agreement of this Lease. Landlord reserves the right to charge Tenant and other tenants of the Property applicable costs with respect to usage of Property services and utilities at times other than during standard business hours, on such basis as Landlord may reasonably determine for the purpose of properly allocating the costs of such services and utilities in accordance with the usage thereof.

All tenants of the Building may conduct business during normal business hours, as reasonably determined by Landlord (the "Standard Building Hours"). If Tenant desires to conduct its business within the Premises outside of the Standard Building Hours (such non-standard hours being hereinafter referred to as the "Non-Standard Building Hours"), then Landlord agrees to allow Tenant access to the Building during such Non-Standard Building Hours, provided that [i] no patients of Tenant enter the Common Areas outside Standard Building Hours without the prior written consent of Landlord, [ii] Landlord, at Tenant's expense, installs a submeter for the electricity serving the Premises, and [iii] Tenant pays to Landlord the submetered electric bill each month (the "Submetered Electric Bill") within thirty (30) days after Tenant's receipt of the Submetered Electric Bill. In the event the HVAC system servicing the Premises services any portion of the Building other than the Premises, then, in addition to the Submetered Electric Bill, Landlord reserves the right to charge Tenant applicable costs with respect to usage of HVAC system during Non-Standard Building Hours on such basis as Landlord may reasonably determine for the purpose of properly allocating the costs of such HVAC service during Non-Standard Building Hours. Landlord shall have no obligation to provide janitorial services to any portion of the Building during Non-Standard Building Hours if Tenant is conducting business in the Premises during Non-Standard Building Hours in accordance with this Section.

At Landlord's request, Tenant shall provide Landlord with data regarding the utilities consumed in the operation of the Premises ("Utility Data"), as required by Applicable Laws or for purposes of benchmarking, environmental performance labeling, energy management, and other related purposes, including without limitation, the Environmental Protection Agency's Energy Star rating system and other energy benchmarking programs. To the fullest extent permitted by law, Tenant hereby authorizes Landlord to obtain Utility Data directly from any utilities companies servicing the Premises. Landlord and Tenant shall use commercially reasonable efforts to utilize automated data transmittal services offered by utility companies to access the Utility Data.

No machines or mechanical equipment which require above Building standard levels of electricity shall be used or installed in the Premises without Landlord's prior written consent, and if installed, all electricity used for such equipment shall be separately metered and paid by Tenant as Additional Rent. Tenant is not permitted to use space heaters in the Premises. If any of Tenant's electrical, computer or medical equipment requires conditioned air in excess of Building standard air conditioning, the same shall be installed by Landlord (on Tenant's behalf), and Tenant shall pay all design, installation, metering, operating and maintenance costs relating thereto.

ARTICLE VII. MAINTENANCE AND REPAIR

Section 7.01 Landlord's Responsibility.

Landlord shall keep and maintain, renovate, repair, and keep in good order and condition the Common Areas, including the land, parking lot, roof, foundation, mechanical, electrical, life safety, plumbing, sprinkler systems, heating, ventilating and air conditioning systems, structural elements of the roof, foundation, structural columns

and load bearing walls (except for the interior non-structural components of the Premises which shall be maintained by Tenant and such additional mechanical or equipment systems installed by Tenant, including but not limited to any communication systems, medical equipment or any other supplemental or specialized items required by Tenant). Any maintenance, repair, renovation or replacements required by the acts or omissions of Tenant shall be paid for entirely by Tenant and shall not be included within the definition of Qualified Operating Expenses. Landlord may, at its expense, make any repairs, alterations, or improvements which Landlord may deem necessary for the preservation, safety, security or improvement of the Premises or the Building. Tenant shall have no right to perform the obligations of Landlord pursuant to this Section and hereby waives all statutory and other rights to perform such obligations or to offset any Rent due as a result of Landlord's failure to perform its obligations under this Section or any other Section of this Lease. Landlord shall not be liable to Tenant for, and Tenant shall not be entitled to, abatement of Rent by reason of any injury to or interference with Tenant's business arising from Landlord's performance of its obligations under this Section, nor shall any such performance by Landlord constitute an actual or constructive eviction of Tenant. Landlord shall use commercially reasonable efforts to reduce the amount of injury to or interference with Tenant's business arising from the performance of its obligations under this Section. There shall be no abatement of Base Rent or other sums and charges due hereunder and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from or relating to the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein or thereon, unless such repairs, alterations or improvements were made necessary by damage caused by the gross negligence or intentional acts of Landlord. All expenses and costs incurred by Landlord pursuant to this Section shall be classified as Qualified Operating Expenses unless specifically excluded as Nonqualified Operating Expenses in accordance with Section 4.04.

Section 7.02 Tenant's Responsibility.

Tenant shall, on Landlord's behalf, keep in good and sanitary order, condition, and state of repair (wear and tear caused by ordinary reasonable use excepted), and in compliance with all Applicable Laws, including (without limitation) the Americans with Disabilities Act (as the same may be amended), all interior portions of the Premises, (including but not limited to walls, glass, doors and locks, plumbing, electrical, HVAC serving the Premises, fixtures and appurtenances), including regular and proper janitorial service. Any damage which occurs to the Premises which might have been precluded or avoided by Tenant's reasonable precautions or which is caused by or related to the negligence of Tenant, its agents, invitees or employees will not be considered ordinary reasonable use. Tenant shall reimburse Landlord on demand for the cost of repairing any damage to the Premises not resulting from ordinary reasonable use, or damage to the Premises or the Building resulting from or related to such acts or omissions of Tenant or its employees, agents or invitees. In the event Tenant fails to comply with the requirements of this Section 7.02, Landlord may perform such maintenance and repair, and the cost thereof shall be reimbursed by Tenant on demand. Notwithstanding anything herein to the contrary, if the HVAC system services only the Premises and no other suites in the Building, Tenant shall also be responsible for replacement of the HVAC system.

Section 7.03 Alterations by Tenant.

Tenant shall not make any alterations, additions or improvements (hereinafter collectively the "Alterations") to the Premises without first obtaining Landlord's prior written consent, which consent shall be in Landlord's sole and absolute discretion. All Alterations shall be performed by Landlord's approved architects, engineers and contractors under the direct supervision of Landlord, at Tenant's expense unless otherwise approved in writing by Landlord. All Alterations shall be performed in accordance with all requirements of law, including (without limitation) the Americans with Disabilities Act (as the same may be amended). All Alterations (except for trade fixtures) made by Tenant to the Premises shall become the property of Landlord upon the making or installation thereof, may not be removed or changed without Landlord's consent and shall be surrendered to Landlord upon the expiration of this Lease. Notwithstanding the foregoing, Landlord shall give notice to Tenant in writing at the time of its review of Tenant's plans and specifications of those items that Landlord will require to be removed upon termination or expiration of the Term.

Section 7.04 Procedure for Tenant's Alterations.

Prior to making any Alterations, Tenant shall: (i) submit to Landlord detailed plans and specifications (including layout, architectural, electrical, mechanical and structural drawings) for each proposed Alteration, and Tenant shall not commence any such Alteration without first obtaining Landlord's approval of such plans and specifications, which consent will be given or denied, in Landlord's sole and absolute discretion, within forty-five (45) days of Landlord's receipt of the plans and specifications. The failure of Landlord to provide written consent within such forty-five (45) days shall be deemed Landlord's denial of the request for Alterations. Notwithstanding Landlord's written consent, Tenant, at Tenant's expense, shall: (i) obtain all permits, approvals and certificates required by any governmental authorities; (ii) furnish to Landlord duplicate original policies or certificates thereof of workers' compensation insurance (covering all persons to be employed by Tenant or Landlord, and the contractors and subcontractors, in connection with such Alteration) and commercial general liability insurance (including premises operation, bodily injury, personal injury, death, independent contractors, products and completed operations, broad form contractual liability and broad form property damage coverages) in such form, with such companies, for such periods and in such amounts as Landlord may reasonably approve, naming Landlord and its agents, any Landlord and any mortgagee, as additional insureds; (iii) upon completion of such Alteration, Tenant shall obtain certificates of final approval of such Alterations required by any governmental authority and shall furnish Landlord with copies thereof, together with the "as built" plans and specifications therefore as approved by Landlord. All materials and equipment to be incorporated in the Premises as a result of any Alterations shall be first quality and no such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage, title retention or security agreement. Landlord reserves the right to disapprove any plans and specifications in part, to reserve approval of items shown thereon pending its review and approval of other plans and specifications, and to condition its approval upon Tenant making revisions to the plans and specifications or supplying additional information. Tenant agrees that any review or approval by Landlord of any plans and/or specifications with respect to any Alteration is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant or any other person with respect to the adequacy, correctness or sufficiency thereof.

Section 7.05 Performance of Tenant's Alterations.

Tenant shall be permitted to perform Alterations in accordance with Section 7.04, approved by Landlord, provided that such work does not interfere with or interrupt the operation and maintenance of the Building or unreasonably interfere with or interrupt the use and occupancy of the Building by other tenants in the Building. Otherwise, Alterations shall be performed at Tenant's expense and at such times and in such manner as Landlord may from time to time reasonably designate. Tenant shall reimburse Landlord, within twenty (20) business days after demand therefor, for any out-of-pocket expense incurred by Landlord for reviewing the plans and specifications for such Alterations or inspecting the progress of completion of the same. Landlord, at Tenant's expense, and upon the request of Tenant, shall join in any applications for any permits, approvals or certificates required to be obtained by Tenant in connection with any permitted Alterations and shall otherwise cooperate with Tenant in connection therewith, provided that Landlord shall not be obligated to incur any cost or expense or liability in connection therewith. Tenant shall furnish to Landlord copies of records of all Alterations and of the cost thereof within thirty (30) days after the completion of such Alterations.

ARTICLE VIII. TENANT'S PROPERTY**Section 8.01 Tenant's Personal Property.**

All Tenant's personal property and trade fixtures shall remain the property of Tenant and, on or before the Expiration Date or earlier end of the Term, may be removed from the Premises by Tenant at Tenant's option, provided, however, that Tenant shall repair and restore in a good and workmanlike manner to Building standard condition (wear and tear caused by ordinary reasonable use excepted) any damage to the Premises or the Building caused by such removal. The provisions of this Section shall survive the expiration or earlier termination of this Lease. All personal property and trade fixtures of Tenant located in or about the Building or Premises shall be there at the sole risk of Tenant, and Landlord shall not be liable for any damage done to or loss of such personal property and trade fixtures. Tenant represents and warrants that it has acquired adequate insurance on its personal property and trade fixtures to insure Tenant against such risk of loss.

Section 8.02 Personal Property Taxes.

Tenant shall pay all taxes and other amounts charged, levied or assessed against trade fixtures, furnishings, equipment or any other personal property located in, or used by Tenant in connection with, the Premises. Tenant shall use diligent efforts to have all such personal property taxed separately from the Building or property of Landlord.

ARTICLE IX. INSURANCE**Section 9.01 Landlord's Insurance Coverage.**

Landlord shall maintain a policy or policies of fire and extended coverage insurance upon the insurable portions of the Building (but excluding coverage for any personal property of Tenant, the Tenant Improvements, and any Alterations to the Premises whether pursuant to **Section 7.03** hereof or otherwise), with an insurance company or companies authorized to do business in the state where the Building is located, insuring against loss or damage by fire and such other casualties as are included in the standard fire and extended coverage policy in an amount not less than eighty percent (80%) of the Full Replacement Cost (as hereinafter defined) thereof. The term "Full Replacement Cost" as used in this Section means the actual replacement cost thereof from time to time, including increased cost of construction endorsement, with no reductions or deductions. If any improvements are made to the Building, Landlord may have such Full Replacement Cost redetermined at any time after such improvements are made, regardless of when the Full Replacement Cost was last determined. The cost of such insurance is a Qualified Operating Expense.

Section 9.02 Tenant's Obligations with respect to Landlord's Insurance.

Tenant shall not do or permit to be done any act or thing in or upon the Premises and/or the Building which will invalidate or be in conflict with the terms of the Building State standard policies of fire and casualty insurance on the Building (hereinafter referred to as "Building Insurance"). Tenant, at Tenant's own expense, shall comply with all rules, orders, regulations and requirements of all insurance boards, and shall not do or permit anything to be done in or upon the Premises and/or the Building or bring or keep anything therein or use the Premises and/or the Building in a manner which increases the rate of premium for any of the Building Insurance over the rate in effect at the commencement of the Term of this Lease. Tenant shall upon Landlord's demand, cease, discontinue or prevent any such activity in violation hereof if by reason of failure of Tenant to comply with the provisions hereof including, but not limited to, the use to which Tenant puts the Premises. In the event a policy is canceled or the casualty insurance premium rate shall be higher than it otherwise would be, as a result of the actions of Tenant, then Tenant shall reimburse Landlord, as Additional Rent hereunder, for the cost of a replacement policy or for such excess casualty insurance premiums paid by Landlord, as applicable, upon the first day of the month following payment by Landlord of the premiums for such replacement policy or such excess casualty insurance premiums, as applicable.

Section 9.03 Tenant's Insurance.

At Tenant's own cost and expense, Tenant shall obtain, maintain and keep in full force and effect during the Term the following insurance coverages ("Tenant's Required Insurance"). All premiums and any deductible for Tenant's Required Insurance coverages shall be paid directly by Tenant.

(a) Commercial general liability insurance in a form approved in the Building State (including broad form property damage coverages). The limits of liability shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence, which amount may be satisfied with a primary commercial general liability policy of not less than One Million Dollars (\$1,000,000.00) and an excess (or "Umbrella") liability policy affording coverage, at least as broad as that afforded by the primary commercial general liability policy, in an amount not less than One Million Dollars (\$1,000,000.00). Landlord, the property manager and any mortgagees shall be included as additional insureds in said policies and shall be protected against all liability arising in connection with this Lease. All said policies of insurance shall be written as "occurrence" policies. Whenever, in Landlord's reasonable judgment, good business practice and changing conditions indicate a need for additional amounts or different types of insurance coverage, Tenant shall, within ten (10) days after Landlord's request, obtain such insurance coverage, at Tenant's expense.

(b) **Property Insurance.** Tenant shall maintain in full force and effect a property insurance policy or policies insuring Tenant's personal property, the Tenant Improvements, and Alterations if any, against loss or damage commonly covered by a "Causes of Loss - Special Form" policy insuring against physical loss or damage to Tenant's personal property, including, but not limited to, risk of loss from fire, windstorm, hail, and other hazards, collapse, transit coverage, vandalism, malicious mischief, theft, terrorism, earthquake (if the Property is in earthquake zone 1 or 2), and sinkholes (if usually recommended in the area of the Property). The policy shall be in the amount of the full replacement value of Tenant's personal property, the Tenant Improvements, and Alterations, if any, and shall contain a deductible amount acceptable to Tenant and Landlord.

(c) **Blanket Crime Insurance.** Blanket Crime Insurance against loss or damage commonly covered by blanket crime insurance, including employee dishonesty, loss of money orders or paper currency, depositor's forgery, and loss of property of patients accepted by Tenant for safekeeping, in commercially reasonable amounts acceptable to Landlord.

(d) **Business Income and Extra Expense Insurance.** Tenant, at its expense, shall maintain in full force and effect business income and extra expense insurance for not less than twelve (12) months of income and normal operating expenses, including payroll and Base Rent payable hereunder with an endorsement extending the period of indemnity by at least ninety (90) days (Building Ordinance—Increased Period of Restoration Endorsement) and in an amount to prevent Landlord from becoming a co-insurer.

(e) **Workers' Compensation and Employers' Liability Insurance.** Tenant shall maintain in effect Workers' Compensation and Employers' Liability Insurance, with a waiver of subrogation endorsement, in form and amount reasonably satisfactory to Landlord and as required by law.

(f) **Builder's Risk Insurance.** If Tenant shall engage or cause to be engaged any contractor to perform work in or on the Property (which shall be done only in accordance with the provisions of this Lease), Tenant shall require such contractor to carry and maintain, at no expense to Landlord, non-deductible commercial general liability insurance and Tenant shall maintain in full force and effect a builder's completed value risk policy ("Builder's Risk Policy") in a nonreporting form insuring against all "Special Form" risk of physical loss or damage to the Building, including, but not limited to, contractor's liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protection liability coverage, risk of loss from fire and other hazards, collapse, transit coverage, vandalism, malicious mischief, theft, earthquake (if Property is in earthquake zone 1 or 2) and sinkholes (if usually recommended in the area of the Property). The Builder's Risk Policy shall include endorsements providing coverage for building materials and supplies and temporary property. The Builder's Risk Policy shall be in the amount of the Full Replacement Cost of the applicable improvements and shall contain a deductible amount acceptable to Landlord. The Builder's Risk Policy shall include an endorsement permitting initial occupancy.

(g) **Other Insurance.** At Tenant's expense, Tenant shall maintain in full force and effect any other form or forms or amounts of insurance or any changes or endorsements to the insurance required herein as Landlord or any mortgagee of the Property may reasonably require from time to time, provided such forms, amounts, changes or endorsements are available and customarily required for tenants of comparable size in Property similar to the Property.

All policies of Tenant's Required Insurance shall be: (i) written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry; and (ii) issued by reputable and independent insurance companies rated in Best's Insurance Guide or any successor thereto (or, if there is none, an organization having a national reputation), as having a general policyholder rating of "A" and a financial rating of at least "13", and which are licensed to do business in the Building State. Tenant shall, not later than ten (10) business days prior to the Rent Commencement Date, deliver to Landlord either (a) the policies of insurance or (b) certificates thereof with a copy of the declaration page, and shall thereafter furnish to Landlord, at least thirty (30) days prior to the expiration of any such policies and any renewal thereof, a new policy or certificate (with copy of the declaration page) in lieu thereof. Each policy shall also contain a provision whereby the insurer agrees not to cancel, fail to renew, diminish or materially modify said insurance policy(ies) without having given Landlord, the property manager and mortgagees at least thirty (30) days prior written notice thereof. Tenant shall promptly send to Landlord a copy of all notices sent to Tenant by Tenant's insurer.

Tenant shall pay all premiums and charges for all of Tenant's Required Insurance policies, and if Tenant shall fail to make any payment when due or carry any such policy, Landlord may, but shall not be obligated to, make such

payment or carry such policy, and the amount paid by Landlord, with interest thereon (at the maximum rate permitted by law), shall be repaid to Landlord by Tenant on demand, and all such amounts so repayable, together with such interest, shall be deemed to constitute Additional Rent hereunder. Payment by Landlord of any such premium, or the carrying by Landlord of any such policy, shall not be deemed to waive or release the default of Tenant with respect thereto.

Section 9.04 Waiver of Subrogation.

Landlord shall cause each policy carried by Landlord insuring the Building against loss, damage or destruction by fire or other casualty, and Tenant shall cause each insurance policy carried by Tenant and insuring the Premises and Tenant's Alterations, leasehold improvements and Tenant's property against loss, damage or destruction by fire or other casualty, to be written in a manner so as to provide that the insurance company waives all rights of recovery by way of subrogation against Landlord or Tenant and no party shall be liable to the other for the amount of such loss or damage which is in excess of the applicable deductible, if any, caused by fire or any of the risks enumerated in its policies, provided that such waiver was obtainable at the time of such loss or damage. However, if such waiver cannot be obtained, or shall be obtainable only by the payment of any additional premium charge above that which is charged by companies carrying such insurance without such waiver of subrogation, then the party undertaking to obtain such waiver shall notify the other party of such fact and such other party shall have a period of ten (10) days after the giving of such notice to agree in writing to pay such additional premium if such policy is obtainable at additional cost (in the case of Tenant, pro rata in proportion of Tenant's rentable area to the total rentable area covered by such insurance); and if such other party does not so agree or the waiver shall not be obtainable, then the provisions of this Section shall be null and void as to the risks covered by such policy for so long as either such waiver cannot be obtained or the party in whose favor a waiver of subrogation is desired shall refuse to pay the additional premium. If the release of either Landlord or Tenant, as set forth in this Section shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released, but no action or rights shall be sought or enforced against such party unless and until all rights and remedies against the other's insurer are exhausted and the other party shall be unable to collect such insurance proceeds.

ARTICLE X. DESTRUCTION OR TAKING OF PREMISES

Section 10.01 Destruction.

In the event of a partial destruction of the Building during the Term and if such partial destruction arises from any cause required to be insured against by Landlord hereunder Landlord shall, after its receipt of all of the net proceeds of insurance, forthwith repair the same to a condition substantially comparable to that existing before such partial destruction, at Landlord's expense, provided such repairs can, in Landlord's sole opinion, be made within two hundred seventy (270) working days (the "Repair Period") after the date of such partial destruction (the "Casualty Date"), but such partial destruction shall in no way terminate, annul or void this Lease. Until such repairs are completed, the Annual Base Rent and Additional Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business. If the partial destruction is due to the gross negligence or intentional misconduct of Tenant, its employees, agents, clients, customers, guests or invitees, there shall be no abatement of annual Base Rent, Additional Rent or such other sums as may be due. In the event the Premises cannot be repaired within the Repair Period, Landlord may, by written notice to Tenant within sixty (60) days after the Casualty Date, elect to cancel this Lease, effective as of the Casualty Date. Absent such termination, this Lease shall remain in full force and effect while such repairs are completed, during which time the Annual Base Rent and Additional Rent shall be abated in the same manner as set forth above. In the event Landlord elects to cancel this Lease, then Tenant shall not be required to make any payments of Annual Base Rent or Additional Rent (as abated in the manner set forth above) for the period from and after the date Tenant ceases to occupy any part of the Premises. Landlord shall not be liable for any inconvenience or annoyance or injury to the business of Tenant resulting in any way from damage from fire or other casualty or the repair thereof unless the result of Landlord's gross negligence or willful misconduct. If such partial destruction is caused by any casualty not required on the part of Landlord to be insured against hereunder, then Landlord may, by written notice to Tenant within thirty (30) days after the Casualty Date, terminate this Lease as of the Casualty Date. A total destruction of the Building, as certified by Landlord's engineer or architect, shall automatically terminate this Lease as of the Casualty Date. Tenant understands and agrees that Landlord may make reasonable modifications to this Section as required by Landlord's existing lender or any future lender holding a mortgage or deed of trust on the Building.

Section 10.02 Eminent Domain.

If all of the Building is taken by any lawful authority by exercise of the right of eminent domain or transfer in lieu of a taking (collectively "Taking"), then this Lease shall terminate effective as of the date possession or title is required to be surrendered to such authority. If only a portion of the Building or any portion of the Property is taken, the loss of which would have a permanent material and adverse impact on Tenant's use of the Premises, as determined by Landlord in its reasonable discretion, Landlord may terminate this Lease effective as of the date possession or title is required to be surrendered to such authority. If this Lease is not terminated as provided above, then Landlord shall promptly, after receipt of a sufficient condemnation award, proceed to restore the Premises and the Property to substantially their condition prior to the Taking, and Rent shall abate to the extent Tenant's use and enjoyment of the Premises is interrupted as reasonably determined by Landlord. Landlord shall be entitled to the entire amount of the condemnation award; provided that nothing in this Article shall be deemed to prevent Tenant from seeking any award against such authority for the taking of personal property and fixtures belonging to Tenant or for relocation or business interruption expenses recoverable from such authority. No temporary Taking of the Premises or the Property shall terminate this Lease or give Tenant any termination or Rent abatement right, and any award specifically attributable to a temporary Taking of the Premises shall belong entirely to Landlord, except for any separate award made to Tenant for relocation or business interruption expenses that shall belong entirely to Tenant. A temporary Taking shall be deemed to be a Taking of the use or occupancy of the Premises or the Property for a period of ninety (90) days or less.

ARTICLE XI. INDEMNITY**Section 11.01 Indemnification by Tenant.**

Notwithstanding the existence of any insurance or self-insurance provided for herein, and without regard to the policy limits of any such insurance or self-insurance, Tenant hereby indemnifies and agrees, at its sole expense, to protect, indemnify, defend and hold Landlord, any successors to Landlord's interest in this Lease, any property mortgagee and their respective successors and assigns, and their respective directors, officers, employees, servants agents, partners, members and shareholders (each, a "Landlord Indemnified Party") harmless from and against and pay an Landlord Indemnified Party on demand with respect to any and all claims, demands, actions, causes of action, losses, penalties, damages (including consequential damages), obligations, liabilities (including strict liability), judgments, costs and expenses of any and every kind or character, known or unknown, fixed or contingent, asserted against or incurred by any Landlord Indemnified Party at any time and from time to time by reason or arising out of: (a) the use or occupancy of the Property by Tenant or any persons claiming under Tenant; (b) any activity, work, or thing done, or permitted or suffered by Tenant in or about the Property; (c) any breach, violation, or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant or of any such person, of any representation, term, covenant, or provision of this Lease or any Applicable Laws or Environmental Law; (d) any injury or damage to the person, property or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Property; (e) any construction, alterations, changes or demolition of the Property performed by or contracted for by Tenant or its employees, agents or contractors; (f) any obligations, costs or expenses arising under any liens imposed on the Property as a result of Tenant's actions; (g) any accident, injury to or death of persons (including malpractice or professional negligence claims, losses or damages) or loss of or damage to property occurring on or about the Property or adjoining sidewalks (including Common Areas) resulting from Tenant's or its employees, agents, contractors, invitees or visitors acts, omissions, negligence or misuse; or any maintenance, alteration or repair by Tenant of the Property; (h) any Taxes to be paid by Tenant hereunder; (i) any loss or damage to Landlord resulting from Tenant's failure to surrender the Property or any part thereof upon the expiration or termination of this Lease in a timely manner and in accordance with the terms and provisions of this Lease or liability resulting from such failure, including, without limiting the generality of the foregoing, loss of rental with respect to any new lease in which the rental payable thereunder exceeds the Rent collected by Landlord pursuant to this Lease during Tenant's holdover and any claims by any proposed new tenant founded on Tenant's failure to surrender the Property; and (j) the non-performance of any of the terms and provisions of any and all existing and future subleases of the Property to be performed by the sub-lessor (Tenant hereunder) or any subtenant thereunder. Nothing herein shall be construed as indemnifying Landlord against its own gross negligence or willful misconduct provided Tenant shall have the burden of proving such gross negligence or willful misconduct. For purposes of this Section, any acts or omissions of Tenant, or by employees, agents, assignees, contractors, invitees, visitors, subcontractors or others acting for or on behalf of

Tenant (whether or not they are negligent, intentional, willful or unlawful), shall be strictly attributable to Tenant.

Section 11.02 Mold.

Tenant shall not create or permit to exist in or about the Premises any "Mold Condition". As used herein, the term Mold Condition shall include the presence or suspected presence of mold or any condition(s) that reasonably can be expected to give rise to or indicate the presence of Mold (as herein defined), including observed or suspected instances of water damage or intrusion, the presence of wet or damp wood, cellular wallboard, floor coverings or other materials, inappropriate climate control, discoloration of walls, ceilings or floors, complaints of respiratory ailment or eye irritation by Tenant's employees or any other occupants or invitees in the Premises, or any notice from a governmental agency of complaints regarding the indoor air quality at the Premises. As used herein, the term "Mold" shall include mold, mildew, fungus or other potentially dangerous organisms. In the event of suspected or actual Mold or Mold Conditions at the Premises, Tenant shall immediately notify Landlord in writing of the same and the precise location thereof. Tenant acknowledges the control of moisture and Mold prevention are material obligations of Tenant under this Lease, and Tenant shall, at its sole cost and expense, regularly monitor the Premises for the presence of Mold and Mold Conditions. If any Mold or Mold Conditions in or about the Premises or any other part of the Building are a result of the actions or omissions of Tenant or any Tenant's Representatives, Tenant shall promptly, at Tenant's sole cost and expense, hire a licensed and experienced Mold remediation contractor to completely clean-up and remove from the Premises and the Building all such Mold or Mold Conditions, and Tenant shall indemnify, defend and hold harmless the indemnified parties and any other tenants of the Building from and against any and all costs, expenses and claims arising therefrom or in connection therewith. All such clean-up, removal and remediation shall, in each instance, be conducted to the satisfaction of Landlord and any governmental authority with jurisdiction and otherwise in strict compliance with all Applicable Laws. Such clean-up, removal and remediation shall also include removal and replacement of any infected host materials as well as any repairs and refinishing required as the result of such removal and replacement. There shall be no abatement of Rent on account of any clean-up, removal or remediation of any such Mold or Mold Condition. Tenant waives, releases and discharges all indemnified parties for, from and against all claims, demands, causes of action, suits, judgments, liabilities, losses, damages and expenses (including attorneys' fees) for personal injury, bodily injury or property damages in any way arising from or relating to or associated with moisture or the growth of or the presence of Mold or Mold Conditions. Notwithstanding the foregoing, Tenant shall not be responsible for Mold or Mold Conditions that result from (i) defects in design or construction of the Building, or (ii) the actions or omissions of any other tenant of the Building, provided that Tenant immediately notifies Landlord in writing of the same and the precise location thereof.

Section 11.03 Environmental Waste.

Tenant shall not, nor permit another to, store, produce, or dispose of any hazardous toxic, flammable or dangerous waste, substance or material including, without limitation, petroleum, on or in the Premises, the Building, or the associated real property; except in accordance with industry standards and in conformation with all federal, state and local laws, rules, regulations and ordinances relating thereto, including all Environmental Laws as hereinafter defined. For purposes of this Lease, the phrase "hazardous, toxic, flammable, or dangerous waste, substance or material or Hazardous Material," shall include by way of illustration, but not of limitation, petroleum, asbestos, asbestos causing/containing materials, any petroleum fuel, urea formaldehyde, any radioactive material and any hazardous, toxic, flammable or dangerous waste, infectious wastes, biomedical and medical wastes, substance or material defined as such in, or for purposes of, or regulated by, any Environmental Law. Environmental Laws shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, regulations, permits, licenses, judgments, writs, injunctions, decrees, orders, determinations, directives, awards, standards, guidances, and policies, whether statutory or common law, as amended from time to time, now or hereafter in effect, or other legal requirement promulgated or agreement, in effect or pertaining to the indoor or outdoor environment, public health and safety, occupational health or safety or industrial hygiene, or concerning the protection of, or regulation of the discharge of substances into, the environment or concerning the health or safety of persons with respect to environmental hazards including, without limitation, the use, generation, manufacture, production, storage, release, discharge, disposal, handling, treatment, removal, decontamination, cleanup, transportation or regulation of any Hazardous Material, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments

and Reauthorization Act of 1986, 42 U.S.C. §§9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §§6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. §§1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. §§7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. §§2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§651 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§11001 et seq., National Environmental Policy of 1975, 42 U.S.C. §§4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §300(f) et seq., the Hazardous Materials Transportation Act, 42 U.S.C. §§1801 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 42 U.S.C. §§7401 et seq., any wetlands laws including, without limitation, 33 C.F.R. §328.3 and any similar or implementing law of the state in which the Building is located, and all amendments, rules, and regulations promulgated thereunder or implementing the same.

ARTICLE XII. DEFAULT AND REMEDIES

Section 12.01 Default by Tenant.

The occurrence of any one or more of the following shall be deemed an "Event of Default" hereunder: (i) if Tenant fails to pay any Base Rent, any Additional Rent or any additional charge, sum or cost to be paid by Tenant as provided in this Lease within five (5) days of when the same shall be due and payable hereunder; (ii) if Tenant fails promptly and fully to perform and observe any of the terms, provisions or conditions of this Lease and such failure cannot be corrected by the payment of money, and shall continue uncorrected for a period of thirty (30) days (or any shorter period as may be specified in any Article or Section of this Lease) after receipt of written notice thereof from Landlord, provided that this period shall be extended for a reasonable additional time so long as Tenant commences to cure such failure within said thirty (30) day period and proceeds diligently thereafter to effect such cure; (iii) Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest the material allegations of a petition filed against it in any such proceeding; (iv) a proceeding is commenced against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, and such proceeding shall not have been dismissed within forty-five (45) days after the commencement thereof; (v) Tenant shall abandon or vacate all or any portion of the Premises or fail to take possession thereof as provided in this Lease for a period of thirty (30) days or longer; or (vi) Tenant shall do or permit to be done anything which creates a lien upon the Premises or the Property and such lien is not removed or discharged within ten (10) days after the filing thereof upon the occurrence of any such Event of Default.

Section 12.02 Remedies.

Upon the occurrence of an Event of Default under this Lease or any Guaranty, if applicable, and at any time thereafter until Landlord waives the default in writing or acknowledges cure of the default in writing, at Landlord's option, in its sole and absolute discretion, without declaration, notice of nonperformance, protest, notice of protest, notice of default, notice to quit or any other notice or demand of any kind, Landlord may exercise any and all rights and remedies provided in this Lease, any Guaranty, if applicable, or any document between Landlord and Tenant or otherwise provided under law or in equity, including, without limitation, any one or more of the following remedies:

(a) **Enforcement Actions.** Landlord may enforce by all legal suits and other means, its rights hereunder, including the collection of Rent and all other sums payable by Tenant hereunder, without reentering or resuming possession of the Property and without terminating this Lease.

(b) **Termination of Lease.** Terminate this Lease in which event Tenant shall immediately surrender the Premises to Landlord in accordance with the terms of this Lease, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, without being liable for prosecution or any claim for damages.

Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for nonpayment of Rent.

(c) **Possession without Termination.** Landlord may enter upon and take possession of the Premises without terminating this Lease and expel or remove Tenant and its effects without being liable to prosecution of any claims for damages and Landlord may relet the Property for the account of Tenant.

(d) **Protection of Property.** In the event Tenant vacates or deserts the Premises, Landlord may enter upon and take possession of the Premises in order to protect it from deterioration or damage. Any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be mortgaged by Tenant.

(e) **Right of Entry.** Landlord may enter upon the Premises without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from such action. Landlord shall have the right to permanently or temporarily exclude Tenant and its agents, employees, representatives, invitees and visitors from the Property.

(f) **Landlord's Right to Cure.** If Tenant shall fail to make any payment, or to perform any act required to be made or performed under this Lease and to timely cure the same, Landlord, without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant, and may, to the extent permitted by law, enter the Premises for such purpose and take all such action thereon as, in Landlord's opinion, may be necessary or appropriate therefor, and no such entry shall be deemed an eviction of Tenant. Tenant shall immediately repay the same to Landlord, upon demand, together with all costs and expenses so incurred, together with a late charge and interest thereon, all to the extent permitted by law, as set forth in **Section 4.03** from the date on which such sums or expenses are paid or incurred by Landlord. The obligations of Tenant and rights of Landlord contained in this Article shall survive the expiration or earlier termination of this Lease.

Section 12.03 Permissible Actions.

Landlord may take whatever action at law or in equity as may appear necessary or desirable to collect the Rent and other amounts payable under this Lease then due and thereafter to become due, or to enforce performance and observance of any obligations, agreements or covenants of Tenant under this Lease or any Guaranty, if applicable and all such sums paid by Landlord with respect thereto shall be paid to Landlord by Tenant. If Landlord must bring suit in order to collect any deficiency, Landlord may allow such deficiencies to accumulate and bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies.

Section 12.04 Mitigation of Damages.

With regard to the provisions of this Lease or the present or future laws of the Building State that require Landlord to mitigate or seek to mitigate its damages or to use efforts to re-let the Premises, it is acknowledged by Landlord and Tenant that the following are procedures setting forth Landlord's duty to mitigate the damages resulting from a default by Tenant. If all of the procedures set forth below are followed by Landlord, Landlord shall be presumptively deemed to have discharged its duty to Tenant to mitigate damages:

(a) **Commencement of Duty to Mitigate.** Landlord's duty to mitigate shall arise on the earlier of: (i) the date that Tenant vacates the Premises and fails to pay Rent beyond applicable notice and cure periods; or (ii) the date Tenant relinquishes any claim to possession of the Premises by written notice to Landlord and Landlord accepts such notice.

(b) **Clean and Repair.** In order to market the Premises in a suitable condition, Landlord shall be obligated to clean the Premises. To the extent, but only to the extent, that Landlord is otherwise obligated to repair and restore the Premises under other provisions of this Lease, Landlord shall repair and restore the Premises. Except for the reasonable cost to clean the Premises, and except for the cost of repairs and restoration of the Premises that is required of Landlord under this Lease, Landlord shall not be required to spend any money to make the Premises ready for a replacement tenant.

(c) **Market Premises.** Tenant acknowledges and agrees that Landlord is only obligated to market the Premises in the same manner that Landlord markets, or has previously marketed, other similar medical office space that Landlord owns; provided, however, Landlord shall only be obligated to incur and pay costs and expenses to procure a replacement tenant that Landlord would ordinarily incur and pay in connection with leasing space comparable to the Premises, including, without limitation, Landlord's legal costs to prepare a new lease, and reasonable broker's fees and advertising costs.

(d) **Term and Rates.** Landlord shall not be required to re-let the Premises for a term longer than the term of this Lease, unless the rents for any period after the end of the term of this Lease are the then prevailing fair market rates; provided, however, that, during any period of re-letting during the term of this Lease, Landlord shall be required to re-let the Premises at a base rental rate that is, at a minimum, equal to the lesser of the prevailing fair market rates for similar medical space and the Base Rent provided under this Lease. Subject to the foregoing, reletting shall be upon such terms and conditions (which may include free Rent, Rent concessions or tenant inducements of any nature) as Landlord, in its absolute discretion, may determine.

(e) **Replacement Tenant's Use.** Landlord shall not be required to accept any person or entity as a tenant (regardless of their operational abilities and credit rating) who or which proposes a change in the use of the Premises permitted under this Lease to a use which violates any prohibition on use in the Building; is incompatible with the nature and character of the Premises; creates a parking demand in excess of the demand created by Tenant or with any use of any person or entity that is at that time a tenant or lease prospect of Landlord for other space in the Building.

(f) **Replacement Tenant's Financial and Operational Capability.** Before re-letting the Premises to any replacement tenant, Landlord may require the proposed replacement tenant to demonstrate the same financial and operational capability that Landlord would require from any other similar lease prospect as a condition to leasing the Premises.

(g) **Partial Reletting.** Landlord may elect to re-let all or any marketable part of the Premises, and reletting of less than all of the Premises shall not be deemed to constitute an acceptance and surrender of the portion of the Premises not so re-let.

(h) **Reletting to Existing Tenant.** If any reletting by Landlord is to an existing tenant of Landlord and such reletting results in a vacancy in the Premises or other Premises owned by Landlord, Tenant shall not receive any credit for such reletting. Any reletting by Landlord shall be without notice to Tenant, and if Landlord has not terminated this Lease, the reletting may be in the name of Tenant or Landlord, as Landlord shall elect.

Section 12.05 Damages.

Tenant acknowledges and agrees that: (i) the termination of this Lease; (ii) the repossession of the Premises; (iii) the failure of Landlord, notwithstanding its duty to Mitigate (as herein defined) to relet the Premises or any part thereof; (iv) the reletting of all or any portion of the Premises; (v) the failure or inability of Landlord to collect or receive any rentals due upon any such reletting, or (vi) the exercise by Landlord of any of its remedies hereunder shall not relieve Tenant of its liabilities and obligations hereunder, all of which shall survive any such termination, repossession or reletting without diminution. Tenant shall be liable to Landlord for the following damages, costs and expenses:

(a) **Arrearages and Acceleration of Rent.** Tenant, immediately and without further demand, shall pay to Landlord all arrearages of Rent and all other sums due and owing by Tenant to Landlord. Landlord may demand a final settlement and at any time, upon demand, Landlord may, in accordance with applicable law, accelerate all of the unpaid Rent hereunder based on the then current Rent (as adjusted during the Term) using a discount rate equal to the interest rate on the Ten Year Treasury Note as published in the Wall Street Journal, so that the aggregate Rent for the unexpired Term of this Lease becomes immediately due and payable. In addition, until Landlord is able to relet the Premises, although Landlord shall be under no obligation to relet, except as set forth in **Section 12.04**, Tenant shall also pay to Landlord on or before the first (1st) day of each calendar month, of the unexpired Term, the installments of Monthly Base Rent, Additional Rent and all other sums due hereunder.

(b) **Mitigation Expenses and Costs.** Tenant also shall pay to Landlord, on demand, all costs incurred by Landlord to mitigate (regardless of the success thereof), and in reletting all or any part of the Premises in furtherance thereof (the "Mitigation Expenses"), to Landlord in full, with interest, before any sums actually received from re-letting are applied to offset any Rent or other charges due from Tenant to Landlord under this

Lease. Mitigation Expenses shall include all costs and expenses incurred by Landlord to relet, including, but not limited to: (i) the cost of cleaning, renovating, repairing and altering the Premises for a new tenant or tenants; (ii) all expenses incurred by Landlord in repossessing the Premises (including any increase in insurance premiums caused by the vacancy of the Premises); (iii) the cost of advertisements, brokerage and leasing commissions and fees; (iv) all concessions granted to a new Tenant upon reletting; (v) all losses incurred by Landlord as a direct result of Tenant's default; (vi) a reasonable allowance for Landlord's administrative efforts, salaries and overhead attributable directly or indirectly to Tenant's default and related to the foregoing matters; and (vii) reasonable attorneys' fees and other costs and expenses incurred by Landlord in connection with such reletting.

(c) Application of Rent upon Reletting. Tenant agrees that if Landlord re-lets all or any portion of the Premises, any rents received by Landlord under the new lease shall be applied first to the Mitigation Expenses and interest payable by Tenant to Landlord and Tenant shall not receive any credit against Rent and other sums due from Tenant to Landlord hereunder until all Mitigation Expenses have been paid. After the Premises has been relet by Landlord, Tenant shall pay to Landlord on the fifth (5th) day of each calendar month the difference between the Rent and any other charges due under this Lease for the preceding calendar month and the rent (after application of such rent to any unpaid Mitigation Expenses) actually collected by Landlord for such month from the new tenant. After payment of all Mitigation Expenses, any amount collected by Landlord from the new tenant for any calendar month, in excess of the Rent and any other charges under this Lease, shall be credited to Tenant first, in reduction of Tenant's liability for any previous calendar month for which the amount collected by Landlord is less than the Rent and other charges due from Tenant; with any excess applied to the Rent and other charges due from Tenant for any future month of Tenant's unexpired Term. Tenant shall have no right to any rent or other charges collected by Landlord from any new tenant, except for the credit set forth in this Section. Tenant acknowledges and agrees that Landlord's reletting of the Premises shall not be deemed an acceptance of Tenant's surrender of the Premises unless Landlord expressly notifies Tenant of such acceptance in writing. Tenant hereby acknowledging that Landlord shall otherwise be reletting as Tenant's agent, in Landlord's discretion and Tenant furthermore hereby agreeing to pay to Landlord on demand any deficiency that may arise between the Rent and other charges provided in this Lease and that actually collected by Landlord.

(d) Waiver by Landlord. Without waiving any prior or subsequent Event of Default, Landlord may waive any Event of Default or, with or without waiving any default, remedy any default.

Section 12.06 Obligations under the Bankruptcy Code.

Upon filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor or as debtor-in-possession, and any trustee who may be appointed with respect to the assets of or estate in bankruptcy of Tenant, agree to pay monthly in advance on the first day of each month, as reasonable compensation for the use and occupancy of the Premises, an amount equal to all Rent due pursuant to this Lease. Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of the assumption and/or assignment of this Lease are the following: (a) the cure of any monetary defaults and reimbursement of pecuniary loss within not more than five (5) business days of assumption and/or assignment; (b) the deposit of an additional amount equal to not less than six (6) months' Base Rent, which amount is agreed to be a necessary and appropriate deposit to adequately assure the future performance under this Lease of Tenant or its assignee; and (c) the continued use of the Premises. Nothing herein shall be construed as an agreement by Landlord to any assignment of this Lease or a waiver of Landlord's right to seek adequate assurance of future performance in addition to that set forth hereinabove in connection with any proposed assumption and/or assignment of this Lease.

Section 12.07 Application of Funds.

Any payments otherwise made by Tenant that are received by Landlord under any provision of this Lease during the existence or continuance of any Event of Default shall be applied to Tenant's obligations in the order which Landlord may reasonably determine or as may be prescribed by the laws of the state in which the Premises is located.

Section 12.08 Right of Setoff.

Landlord may, and is hereby authorized by Tenant and each Guarantor to, at any time and from time to time without advance notice to Tenant (any such notice being expressly waived by Tenant), setoff or recoup and apply any and all sums held by Landlord, including but not limited to all monies deposited or set aside as reserves under

this Lease, any indebtedness of Landlord to Tenant, and any Claim by Tenant or such Guarantors, if applicable, against Landlord, against any obligations of Tenant hereunder and against any Claim by Landlord against Tenant and such Guarantors, whether or not such obligations or Claim of Tenant or such Guarantors are matured and whether or not Landlord has exercised any other remedies hereunder. The rights of Landlord under this Section are in addition to any other rights and remedies Landlord may have against Tenant.

Section 12.09 Notices by Landlord.

The provisions of this Article concerning notices shall be liberally construed insofar as the contents of such notices are concerned, and any such notice shall be sufficient if reasonably designed to apprise Tenant of the nature and approximate extent of any default, it being agreed that Tenant is in good or better position than Landlord to ascertain the exact extent of any default by Tenant hereunder.

Section 12.10 Remedies Cumulative.

To the extent permitted by law, each legal, equitable or contractual right, power and remedy of Landlord now or hereafter provided either in this Lease and any Guaranty, if applicable or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy available to Landlord. Landlord's election of any remedy shall in no way prejudice Landlord's right at any time thereafter to cancel said election in favor of another remedy or to pursue other remedies simultaneously. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not constitute a waiver of such default. No act or thing done by Landlord or its agents during the Term shall be deemed an acceptance of an attempted surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless made in writing and signed by Landlord. No reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting or reentry or taking possession, Landlord may at any time thereafter elect to terminate this Lease for a previous default. Landlord's acceptance of Rent following an Event of Default hereunder shall not be construed as Landlord's waiver of such Event of Default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or default. No provisions of this Lease shall be deemed to have been waived by Landlord unless waiver is in writing and is signed by Landlord. Landlord shall at all times have the rights and remedies specified above and may further sue to seek any declaratory, injunctive or other equitable relief, and to enforce specifically this Lease or to restrain or enjoin any violation or breach of any provision hereof, and to sue for and collect any unpaid Base Rent and other sums and charges due and payable hereunder and may also exercise all rights and remedies as are available at law or in equity.

Section 12.11 Multiple Defaults.

If three (3) or more monetary Events of Default occur during the Term of this Lease, regardless of whether any such monetary Event of Default is cured, then, in addition to all other remedies available to Landlord, Tenant shall, within ten (10) days after demand by Landlord, post a security deposit, or increase the existing Security Deposit, in an amount equal to three (3) months' installments of Rent at the time of Landlord's demand. Any security deposit posted under the foregoing sentence shall be governed by the Security Deposit article of this Lease.

If three (3) or more monetary Events of Default, regardless of whether any such monetary Event of Default is cured, occur under this Lease during the Term, notwithstanding any provision to the contrary in this Lease and in addition to all other remedies available to Landlord, any failure by Tenant to comply with any obligation under this Lease shall constitute an immediate Event of Default without notice or any grace period.

ARTICLE XIII LIMITATION OF LANDLORD'S LIABILITY

Section 13.01 Limitation of Landlord's Liability.

As a material part of the consideration to Landlord, Tenant hereby agrees that, except with respect to the intentional misconduct and/or gross negligence of Landlord, neither Landlord nor Landlord's shareholders, partners, members, directors, managers, officers, employees, agents, contractors, representatives, successors and assigns (collectively, "Landlord's Parties") shall be liable for, and Tenant hereby waives all claims against Landlord and Landlord's Parties and assumes all risk relating to any loss, damage, injury or death to the person, business (or any loss of income therefrom or consequential damages), goods, wares, merchandise or other property of Tenant, Tenant's employees, agents, contractors, invitees, customers, permitted subtenants or assignees or any other person in or about the Premises, resulting from any cause whatsoever, including, but not limited to: (a) theft, illegal or unauthorized entry to the Building, act of God, public enemy, injunction, riot, strike, insurrection, war, terrorist actions, court order, requisition, order of any governmental authority, fire, explosion, falling objects, hurricane, earthquake, tornado, flood, wind or similar storms or disturbances, mold, water, rain or snow, leak or flow of water (including water from the elevator system); (b) any interruption or any discontinuance of utilities nor will such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of rent or operate to release Tenant from any of Tenant's obligations under this Lease provided that Landlord has not intentionally caused the discontinuance of utilities to the Premises; (c) gasoline, oil, steam, gas, electricity, or water, rain or snow which may leak or flow from the roof, street, sewer, gas mains or subsurface area or from any part of the Premises; (d) dampness or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the Building; (e) from construction, repair, or alteration of the Building; (f) from any acts or omissions of any other occupant or visitor of the Building; (g) from the failure of Landlord to enforce any of the Building Rules and Regulations or the terms, covenants, and conditions of any other lease against any other tenant or any other persons, and Landlord Parties shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, guests, clients, customers, licensees, invitees, or any other person; or (h) from any other cause beyond Landlord's control nor for interference with light or other incorporeal hereditaments by anybody, or caused by any public or quasi-public work, or Force Majeure, unless any of the foregoing results from gross negligence or willful misconduct of Landlord or Landlord's Parties.

Section 13.02 Landlord.

With respect only to obligations to be performed by Landlord under this Lease, the term "Landlord" means only the current Landlord of the fee title to the Property or the leasehold estate under a ground lease of the Property at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during and with respect to the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, except as to those obligations to have been performed prior to the date of transfer. However, each Landlord shall deliver to its transferee all funds that Tenant previously paid, if such funds have not yet been applied under the terms of this Lease. Within thirty (30) days following the date of such transfer, Landlord shall notify Tenant in writing of the name, address and telephone number (both voice and facsimile) of any such transfer; provided, however, that Landlord's failure to give such notice shall in no way affect Tenant's obligations under this Lease.

Section 13.03 Limitation on Tenant's Recourse.

Tenant's sole recourse against Landlord, and any successor to the interest of Landlord, is to the interest of Landlord, and any such successor, in the Building. Tenant will not have any right to satisfy any judgment which it may have against Landlord, or any such successor, from any other assets of Landlord, or any such successor. In this section, the terms "Landlord" and "successor" include the shareholders, venturers, and partners of "Landlord" and "successor" and the officers, directors, and employees of the same. The provisions of this Section are not intended to limit Tenant's right to seek injunctive relief or specific performance.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 Requirements for Assignment or Subletting.

During the Term, Tenant shall not have the right to transfer or assign any interest in this Lease, by operation of law, merger or otherwise, or to mortgage or encumber Tenant or Landlord's interest in this Lease, or to sublet the whole or any part of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. For purposes of this Article the transfer of a majority of the issued and outstanding capital stock of any corporate tenant or subtenant, or the transfer of a majority of the total interest in any partnership tenant or subtenant, or the transfer of, control in any limited partnership tenant or subtenant, or the transfer of control in any limited liability company tenant or subtenant or the transfer of control in any limited liability partnership tenant or subtenant, however accomplished, whether in a single transaction or in a series of related or unrelated transactions, shall be deemed an assignment of this Lease or of such sublease. In connection with any transfer or assignment of this Lease or sublease of the Premises, Tenant shall pay to Landlord, as Additional Rent hereunder, an amount equal to one thousand five hundred and 00/100 dollars (\$1,500.00) to reimburse Landlord for its reasonable direct and indirect expenses incurred due to each such requested transfer or assignment of this Lease or sublease of the Premises, as applicable, regardless of whether Landlord consents to each such transfer, assignment or sublease, as applicable. In determining whether to grant consent to Tenant's sublet or assignment request, Landlord may consider any and all relevant factors. Landlord and Tenant agree that any one of the following factors will be deemed to be reasonable grounds for denying Tenant's request: (a) the financial condition of the proposed subtenant/assignee; (b) business reputation of the proposed subtenant/assignee must be in accordance with generally acceptable commercial standards; (c) use of the Premises by the proposed subtenant/assignee must be similar to the use permitted by this Lease; (d) use of the Premises by the proposed subtenant/assignee will not violate or create any potential violation of any laws, rules, regulations or ordinances, or any provision of this Lease; (e) use of the Premises will not violate any other agreements affecting the Premises or Landlord. In the event Tenant sublets all or any portion of the Premises, any and all rights of renewal terminate hereunder.

Section 14.02 Payment of Sublease Rent.

In the event Tenant sublets all or any portion of the Premises and Landlord's consent is required, one hundred percent (100%) of any rent accruing to Tenant as the result of such subletting in excess of the rent (including Base Rent) then being paid by Tenant under this Lease (or a pro rata portion thereof, in the event only a portion of Premises are sublet), following the application of any reasonable direct costs incurred by Tenant in connection with such subletting, shall be paid to Landlord, and Tenant shall pay such amount to Landlord within ten (10) days after Tenant's receipt thereof every month, as Additional Rent hereunder.

Section 14.03 Tenant's Continuing Liability.

Tenant shall at all times, notwithstanding any permitted transfer, assignment, subletting or encumbrance, and notwithstanding the acceptance of rents by Landlord from such transferee, assignee, subtenant or mortgagee, remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of Tenant's other obligations under the terms, provisions, and covenants of this Lease. The consent of Landlord to a transfer, assignment, subletting or encumbrance shall not be deemed complete performance of the said covenants contained herein, so as to permit any subsequent transfer, assignment, subletting or encumbrance without the written consent of Landlord. In no event whatsoever shall such consent release Guarantor, if applicable, from its obligations under the Guaranty, if applicable. Any permitted transfer, assignment, subletting or encumbrance shall be subject to all the terms and conditions of this Lease or any mortgage to secure debt on the Building, and the term of any such subletting shall expire on or prior to the date of termination of this Lease. Upon the occurrence of any Event of Default if the Premises or any part thereof have been therefore transferred, assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may at its option collect directly from such transferee, assignee or subtenant all rents becoming due to Tenant under such transfer, assignment or sublease and apply such rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. Tenant agrees to furnish to Landlord on request at any time such information and assurances as Landlord may reasonably request that neither Tenant, nor any previously permitted subtenant, has violated the provisions of this Article.

ARTICLE XV. POSSESSION AND QUIET ENJOYMENT

Section 15.01 Covenant of Quiet Enjoyment.

Landlord covenants and agrees that so long as Tenant has performed and observed all terms, conditions, covenants or obligations required under the Lease, Tenant shall have quiet enjoyment of the Premises and all appurtenances thereto, and Landlord shall defend and hold harmless Tenant from any and all costs, expenses, losses and damages by any third party contesting the Tenant's rights of possession under this Lease or interfering with Tenant's quiet enjoyment hereunder.

ARTICLE XVI. SUBORDINATION AND ATTORNMEN

Section 16.01 Subordination.

Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof, and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender that is acquiring a lien or security interest in the Property. Tenant's right to quiet possession of the Premises during the Lease Term shall not be disturbed if Tenant pays the Rent and performs all of Tenant's other obligations under this Lease and is not otherwise in default.

Section 16.02 Attornment.

Landlord shall have the right to assign any of its rights and obligations under this Lease, whereupon Landlord shall be relieved of, and such assignee shall succeed to and be liable for, all obligations of Landlord hereunder. If Landlord's interest in the Premises is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee or purchaser at a foreclosure sale or by deed in lieu of foreclosure, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease.

Section 16.03 Signing of Documents.

Tenant shall execute, acknowledge and deliver any instruments or documents necessary or appropriate to evidence any such attornment, subordination or agreement to do so within ten (10) days after written request. If Tenant fails to do so within such ten (10) day period, then Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute, acknowledge and deliver any such instrument or document, and Tenant shall be liable to Landlord for all damages incurred by Landlord as a result of Tenant's failure to execute and deliver such instruments or documents.

Section 16.04 Estoppel Certificates.

Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to the requesting party a written statement certifying such representations or information with respect to Landlord or this Lease as Landlord may reasonably request, or that any prospective purchaser or encumbrance of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after the request, and, in the event Tenant fails to deliver such statement Landlord and any third party may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord, (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord, (iii) that not more than one month's Rent has been paid in advance and (iv) that Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of such matters.

ARTICLE XVII. ADDITIONAL PROVISIONS

Section 17.01 Mechanic's and Materialmen's Liens.

Notice is hereby given that no mechanic's, materialmen's or other lien sought to be taken on the Premises or the Building relating to any work or materials supplied to Tenant or any tenant or subtenant of Tenant or anyone claiming through or under Tenant, with respect to the Premises; nor shall the filing or recording of such lien in

any manner affect the right, title or interest of Landlord therein. Any mechanic's lien filed against the Premises or for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall be canceled or discharged by Tenant, at Tenant's expense, within ten (10) days after such lien be filed, by payment or filing of the bond required by law, and Tenant shall indemnify and hold Landlord harmless from and against any and all costs, expenses, claims, losses or damages resulting therefrom by reason thereof. If Tenant shall fail to discharge such mechanic's lien within the aforesaid period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or bonding. Any amount paid by Landlord for any of the aforesaid charges and for all expenses of Landlord (including, but not limited to, attorneys' fees and disbursements) incurred in defending any such action, discharging said lien or in procuring the discharge of said lien, with interest on all such amounts at the maximum legal rate of interest then chargeable to Tenant from the date of payment, shall be repaid by Tenant within ten (10) days after written demand therefore, and all amounts so repayable, together with such interest, shall be considered Additional Rent.

Section 17.02 Attorney's Fees.

If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable fees of attorneys, paralegals, and legal assistants, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), together with any sales tax thereon, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. In addition to the foregoing, and without limiting any other term or provision of this Lease, Tenant shall be liable for all attorney's fees and costs incurred by Landlord or any of the other indemnified parties, in enforcing any indemnifications provided by Tenant under this Lease.

Section 17.03 Surrender at End of Term.

Tenant shall quit and surrender the Premises at the expiration or earlier termination of the Term in as good order and condition as at the commencement of the Term, (wear and tear caused by ordinary reasonable use excepted), together with all installations, alterations, additions, and improvements except that Tenant's trade fixtures shall remain Tenant's property.

Section 17.04 Holdover Tenancy.

Any holding over after the expiration of the Term will be granted only with the express written consent of Landlord and shall be construed to be a tenancy from month to month, at a rental rate per month which is two hundred percent (200%) of the amount of the Monthly Base Rent payable by Tenant for the last full month prior to the expiration of the Term, plus all Additional Rent. All other terms and conditions herein specified, so far as applicable, will remain in effect during any holdover tenancy period.

Section 17.05 Re-Entry by Landlord.

Tenant shall permit Landlord and its employees, representatives, invitees and agents, and the representatives of any mortgagee of the Building to enter said Premises upon receiving reasonable notice (except for emergencies, when no notice need be given), at all reasonable times, including, without limitation, normal business hours, for the purpose of inspecting the same, showing the same to prospective purchasers, mortgagees or tenants of the Premises and/or the Building or for the purpose of maintaining, repairing and making such alterations or improvements to the Building, as deemed necessary by Landlord without any rebate of rent to Tenant for any loss of occupation or quiet enjoyment of the Premises thereby occasioned. Landlord will retain a key to the Premises for such purpose.

Section 17.06 Notices.

All notices, requests and other communications under this Lease shall be in writing and shall be either (a) delivered in person, (b) sent by certified mail, return receipt requested, (c) delivered by a recognized delivery service or (d) sent by facsimile transmission and (i) if to Landlord, addressed to Landlord's Notice Address; and (ii) if to Tenant, to Tenant's Notice Address or at such other address, and to the attention of such other person, as the parties shall

give notice as herein provided. A notice, request and other communication shall be deemed to be duly received if delivered in person or by a recognized delivery service, when left at the address of the recipient and if sent by facsimile, upon receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the recipient's facsimile number; provided that if a notice, request or other communication is served or refused by hand or is received by facsimile on a day which is not a business day, or after 5:00 p.m. on any business day at the addressee's location, such notice or communication shall be deemed to be duly received by the recipient at 9:00 a.m. on the first business day thereafter.

Section 17.07 Financial Reports.

Landlord reserves the right to obtain within five (5) days after written request to Tenant, the following information: (a) if a corporate tenant or corporate guarantor, corporate financial statements of assets and liabilities and income for the most recent annual and interim periods, certified as true and correct by an officer of the corporation; (b) if a corporate tenant or corporate guarantor, corporate tax returns for the most recent annual period; (c) if an individual tenant or individual guarantor, a current personal financial statement in a form acceptable to Landlord; and (d) if an individual tenant or individual guarantor, individual tax returns for the most recent annual period. Landlord agrees that such information and documents will be requested only with respect to a prospective financial transaction involving the Building or a monetary default by Tenant, will remain confidential, and will not be disclosed or distributed by Landlord to any person or entity except in connection with any such purposes.

Section 17.08 Payment of and Indemnification for Leasing Commissions.

Each party hereby acknowledges, represents and warrants to the other party that, except as otherwise provided in this Lease, no real estate broker(s) or agent(s) was employed by it in connection with the negotiation and execution of this Lease. Each party shall indemnify the other party against, and hold it harmless from, any liability for the breach of such representation and warranty on its part and shall pay any compensation to any other broker, finder or other person who may be deemed or held entitled thereto because of a relationship with such party.

Section 17.09 Covenant of Confidentiality.

All terms, provisions, conditions, negotiations, correspondence, space plans, and other information of or pertaining to this Lease are to be kept strictly confidential, and Tenant hereby covenants that Tenant, its agents and assigns shall not disclose the terms, provisions or conditions of this Lease to any other party without having first obtained the written consent of Landlord. Tenant agrees that Landlord may disclose to third parties, without notice to Tenant, the following general information regarding this Lease: (i) Tenant's name; (ii) name and location of the Building; (iii) square footage of the Premises; (iv) length of the Lease Term; and (v) Tenant's Permitted Use.

Section 17.10 Time of Essence.

Time is of the essence for this Lease.

Section 17.11 OFAC Compliance.

(a) As used herein "Blocked Party" shall mean any party or nation that (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the U.S. Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar requirements contained in the rules and regulations of OFAC (the "Order") or in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "Orders") or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists"); or (b) has been determined by competent authority to be subject to the prohibitions contained in the Orders.

(b) As a material inducement for Landlord entering into this Lease, Tenant warrants and represents that none of Tenant, any Affiliate of Tenant, any partner, member or stockholder in Tenant or any Affiliate of

Tenant, or any beneficial owner of Tenant, any Affiliate of Tenant or any such partner, member or stockholder of Tenant (collectively, a "Tenant Owner"): (a) is a Blocked Party; (b) is owned or controlled by, or is acting, directly or indirectly, for or on behalf of, any Blocked Party; or (c) has instigated, negotiated, facilitated, executed or otherwise engaged in this Lease, directly or indirectly, on behalf of any Blocked Party. Tenant shall immediately notify Landlord if any of the foregoing warranties and representations becomes untrue during the Term.

(c) Tenant shall not: (a) transfer or permit the transfer of any interest in Tenant or any Tenant Owner to any Blocked Party; or (b) make a Transfer to any Blocked Party or party who is engaged in illegal activities.

(d) If at any time during the Term (a) Tenant or any Tenant Owner becomes a Blocked Party or is convicted, pleads nolo contendere, or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering; (b) any of the representations or warranties set forth in this Section become untrue; or (c) Tenant breaches any of the covenants set forth in this Section, the same shall constitute an Event of Default. In addition to any other remedies to which Landlord may be entitled on account of such Event of Default, Landlord may immediately terminate this Lease and refuse to pay any allowance or other disbursements due to Tenant under this Lease.

Section 17.12 Force Majeure.

If either party cannot perform any of its obligations due to events beyond its control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond the parties' control include, but are not limited to, acts of God, war, civil commotion, terrorist activities, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction, and weather conditions.

Section 17.13 Severability; Governing Law; Jurisdiction and Venue.

The invalidity or unenforceability of any provisions of this Lease shall have no effect on the validity or enforceability of any other provision of this Lease, or the validity or enforceability of such provision in any other permitted context hereunder. This Lease shall be governed by and construed in accordance with the laws of the Building State.

Section 17.14 Merger; Headings.

The parties agree that this Lease is the final written understanding of their agreement with regard to this Lease and supersedes all prior oral or written agreements or understandings, including, without limitation, any prior letter(s) of intent. All headings and captions used herein are for convenience of reference and shall be ignored in the interpretation of the provisions hereof.

Section 17.15 No Other Representations.

Tenant acknowledges that neither Landlord nor any of its employees or agents, nor any broker, agent or any other person or entity representing or purporting to represent Landlord, has made any representation or warranty with respect to the Premises or the Building, or with respect to the suitability of any part of the Building for the conduct of Tenant's business, except as otherwise expressly provided in this Lease.

Section 17.16 No Partnership or Joint Venture.

Landlord shall not, by virtue of the execution of this Lease or the leasing of the Premises to Tenant, become or be deemed to be a partner of or joint venturer with Tenant in the conduct of Tenant's business on the Premises or otherwise.

Section 17.17 Landlord's Consent.

In the event Landlord fails to consent to a request of Tenant and Landlord's failure to consent is determined by a court of competent jurisdiction to be unreasonable, Tenant's remedy is limited to specific performance requiring Landlord's consent. Tenant shall not be entitled to recover monetary damages from Landlord based on Landlord's failure to reasonably consent.

Section 17.18 Joint and Several Liability.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant under this Lease.

Section 17.19 Name of Building.

Tenant shall not, without the written consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Premises, and in no event shall Tenant acquire any rights in or to such name.

Section 17.20 Waiver of Trial By Jury.

LANDLORD AND TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

Section 17.21 Electronic Signatures.

Landlord and Tenant agree that executed counterparts of this Lease signed by one party to this Lease and sent by facsimile, electronic mail or other electronic transmission to the other party to this Lease shall (a) have the same effect as an original signed counterpart of this Lease, and (b) serve as conclusive proof, admissible in judicial proceedings, of such party's execution of this Lease. To facilitate execution, this Lease may be executed in as many counterparts as may be required. All counterparts shall collectively constitute a single agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereunto have set their hands on the day and year written below.

LANDLORD:

Palmer Healthcare Investors, LLC
A Delaware limited liability company

By: 
717515880BF8413...

Name: Keith Konkoli

Its: Authorized signatory

Date: 10/10/2019

TENANT:

AVS Properties, LLC
An Alaska limited liability company

By: 

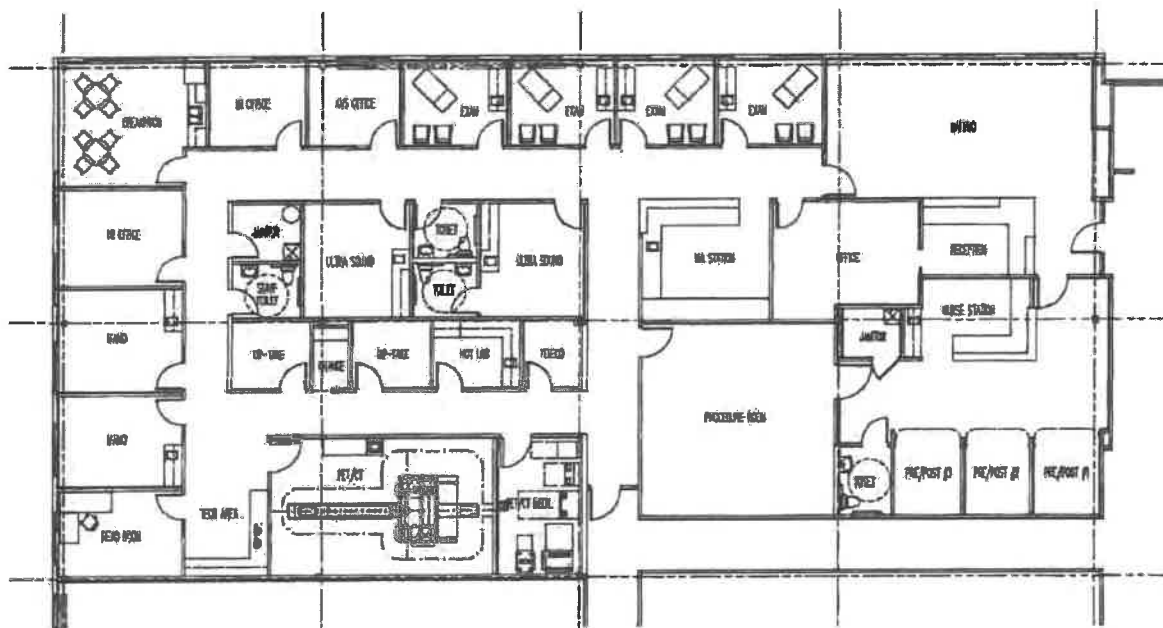
Name: ZAC Steiner

Its: Owner

Date: 10/8/19

EXHIBIT A PREMISES

The Premises shall be that certain space identified on the attached floor plans (which, for the avoidance of doubt, such floor plans contemplate the design of the Premises after the Tenant Improvements have been substantially completed, as such improvements are contemplated as of the Effective Date), located in the Mat-Su Regional Medical Plaza II at 2480 S. Woodworth Loop, Palmer, Matanuska Susitna county, Alaska 99645.




FLOOR PLAN
 N.T.S.

EXHIBIT B
BUILDING STANDARD SERVICES

Landlord shall furnish the following services to Tenant during the Term (the "Building Standard Services"):

- (a) Janitorial service shall be provided by Tenant.
- (b) Electric lighting service for all public areas of the Building in the manner and to the extent reasonably deemed by Landlord to be in keeping with the first class standards of the Building.
- (c) Sufficient electrical capacity to operate (i) incandescent lights, personal computers, typewriters, calculating machines, photocopying machines and other machines of the same low voltage electrical consumption; and (ii) sufficient lighting (for Tenant's intended use in the Premises).
- (d) If any of Tenant's electrical, computer or medical equipment requires conditioned air in excess of building standard air conditioning, the same shall be installed by Landlord (on Tenant's behalf), and Tenant shall pay all design, installation, metering, operating and maintenance costs relating thereto.

To the extent the services described above require electricity and water supplied by public utilities, Landlord's covenants thereunder shall only impose on Landlord the obligation to use its reasonable efforts to cause the applicable public utilities to furnish the same. Except for deliberate and willful acts of Landlord, failure by Landlord to furnish the services described herein, or any cessation thereof, shall not render Landlord liable for damages to either person or property, nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof.

The following dates shall constitute "Holidays," as that term is used in this Lease: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas, and any other holiday generally recognized as such by landlords of office space in the metropolitan office market of the Building City, as determined by Landlord in good faith. If, in the case of any specific holiday mentioned in the preceding sentence, a different day shall be observed than the respective day mentioned, then that day which constitutes the day observed by national banks in the Building City on account of said holiday shall constitute the Holiday under this Lease.

EXHIBIT C
LEASE RULES AND REGULATIONS

FIRE PROTECTION

Tenant shall not do anything in the Premises or bring or keep anything therein, which shall in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which shall conflict with the regulations of the local Fire Department, other applicable building codes or fire codes, the fire laws or with the rules and regulations of the Building City, or equivalent bodies, or with any insurance policy on the Building or any part thereof, or with any law, ordinance, rule or regulation affecting the occupancy and use of the Premises, now existing or hereafter enacted or promulgated by any public authority or by the Building City or any equivalent body. Candles shall not be burned in the Building.

DAMAGE TO COMMON AREAS

Tenant shall exercise care and caution to ensure that surfaces on the exterior walls, doorways and walkways are not damaged while moving furniture and mailing or receiving deliveries in or out of the Building. Tenant has responsibility to notify Landlord when Tenant, its employees, agents or vendors will be moving furniture or heavy equipment in or out of Building. Tenant will be responsible for any repair or replacement for any damage to the Building by Tenant, its employees, agents or vendors.

MACHINERY

Landlord's written consent shall be first obtained for the use or installation of office machinery or equipment, generally described as, but not limited to, machinery, equipment, refrigeration equipment, heating equipment, air conditioning apparatus, photocopiers and all other types of office machinery, equipment or trade fixtures other than Tenant's standard office requirements. This excludes small refrigerators. It is Tenant's responsibility to properly operate all Tenant's equipment, including coffee machines and related electrical equipment and to turnoff such equipment when not in use. Business or medical machines and mechanical equipment which cause vibration, noise, cold or heat that may be transmitted to the Building structure or to any leased space outside Premises shall be placed and maintained by Tenant, at its sole cost and expense, in settings of cork, rubber, or spring type vibration eliminators sufficient to absorb and prevent such vibration, noise, cold or heat. No business or medical machines or mechanical equipment which require above normal business machine level or high amounts of electricity shall be used or installed in the Premises without Landlord's written consent and if installed, all electricity used shall be metered and paid by Tenant as Additional Rent.

UNSIGHTLY PLACEMENT OF EQUIPMENT

Unless expressly permitted by Landlord, Tenant shall not place or allow anything to be against or near the glass or partitions or doors or windows of the Premises which may diminish the light into the Building.

SMOKING AREAS

Landlord shall have the right, from time to time, to designate smoking areas around the Building and shall further be permitted to prohibit or limit such activity in order to fully comply with any applicable governmental ordinance, law or regulation.

SAFES

If Tenant desires a safe for depositing valuables or securities, Landlord shall have the right to prescribe its weight, size and proper position. Nothing whatsoever shall be brought into the Building by Tenant, its agents, employees or visitors which has a weight of more than seventy (70) pounds per square foot, unless Landlord approves same and its proper position.

MOVEMENT OF EQUIPMENT

Landlord reserves the right to designate the time when and the method whereby freight, small office equipment, furniture, safes and other like articles may be brought into, moved or removed from the Building or Premises, and to designate the location for temporary disposition of such item.

RIGHTS RESERVED TO LANDLORD

Without abatement or diminution in Rent, Landlord reserves and shall have the following additional rights: (a) to install and maintain a sign or signs on the interior or exterior of the Building; (b) to designate all sources furnishing sign painting and lettering used on the Premises; (c) at any time or times Landlord either voluntarily or pursuant to governmental requirement, may, at Landlord's own expense, make repairs, alterations or improvements in or to the Building or any part thereof and during alterations, may close entrances, doors, windows, elevators or other facilities, provided that such acts shall not unreasonably interfere with Tenant's use and occupancy of the Premises as a whole; (d) during the last six (6) months of the term or any part thereof, if during or prior to that time Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy; (e) to constantly have pass keys to the Premises; (f) to grant anyone the exclusive right to conduct any particular business or undertaking in the Building; (g) may reasonably enter upon the Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant.

LOCKS

Unless expressly permitted by Landlord, no additional locks or similar devices shall be attached to any door and no keys other than those provided by Landlord shall be made for any door. If more than two keys for one lock are desired by Tenant, Landlord may provide the same upon payment by Tenant. Upon termination of the Lease or of Tenant's possession, Tenant shall surrender all keys of the Premises and shall explain to Landlord all combination locks on safes, cabinets and vaults which are a part of the Premises.

NOISES AND OTHER NUISANCES

Tenant shall not make or permit any noise or odor that is objectionable to Landlord or other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance therein, and shall not disturb, solicit or canvass any occupant of the Building, and shall not do any act tending to injure the reputation of the Building. Any newspaper, magazine or other advertising done from the Premises or referring to the Premises, which in the opinion of Landlord is objectionable, shall be immediately discontinued upon written notice from Landlord.

IMPROVEMENTS

No nails are to be driven other than in the course of normal office usage, the Premises are not to be defaced in any way, no boring or cutting for wires or other purpose is to be done, and no change in electrical fixtures or other appurtenances of the Premises is to be made without the prior written consent of Landlord. If Tenant desires telephonic or telegraphic connections, Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions no boring for wires will be permitted.

PREMISES

The Premises shall not be used for the purpose of lodging or sleeping rooms or in any way to damage the reputation of the Building; and Tenant shall not disturb or permit the disturbance of other tenants of the Building by the use of musical instruments or other noises, nor by any interference whatsoever. Nothing shall be placed or permitted upon the outside window sills.

OBSTRUCTIONS

Unless expressly permitted by Landlord, Tenant shall not obstruct, or use for storage or for any purpose other than ingress and egress, the sidewalks and entrances of the Building and no floor mats shall be placed on the exterior areas and walkways of the Building by Tenant.

PLACEMENT OF HEAVY ARTICLES

Tenant shall not overload any floor of the Building. Landlord may direct the routing and placement of heavy equipment, furniture and trade fixtures, including without limitation large office equipment and machines. All such heavy articles shall be brought into the Premises or removed therefrom at such times and in such manner as Landlord shall direct and at Tenant's sole risk and responsibility. Landlord has the right to require the removal of any heavy articles which exceed the designed weight-bearing limit of the floor.

BICYCLES AND ANIMALS

Except as provided in the Lease or as required under The Americans with Disabilities Act of 1990, 42 U.S.C. §§12101 et seq., as amended from time to time, no bicycle or other vehicle and no animals (except for service dogs) shall be brought or permitted to be in the Building without the prior written consent of Landlord.

TELEPHONE AND TELEGRAPH

No electric wires, telephones, telegraphs, telegraph call boxes, antennae, aerial wires or other electrical equipment or apparatus shall be installed outside of the Building without the prior written approval of Landlord. Any installation of electric wires, telephones, telegraphs, telegraph call boxes, antennae, and aerial wires or other electrical equipment or apparatus made without such approval shall be removed by Tenant at Tenant's own expense.

SOLICITORS

Landlord reserves the right, but shall not be held obligated, to exclude or eject from the Building any or all solicitors, canvassers, or peddlers, and any class of persons and individuals who conduct themselves in such a manner as in the judgment of Landlord constitutes an annoyance to any tenants of the Building or an interference with Landlord's operation of the Building or who are otherwise undesirable. Tenant shall cooperate with Landlord in preventing soliciting and peddling and other annoying behavior in the Building.

PARKING

Tenant, its employees, invitees, agents, and licensees shall obey all parking and traffic signs posted in the parking areas or other areas and shall comply with all seasonal parking and traffic modifications which may, from time to time, be in effect.

SIGNAGE

No advertisement, sign, lettering, notice or device shall be placed in or upon the Premises or the Building or the attendant real property, including windows, walls, and exterior doors, except such as may be approved in writing by Landlord in its sole and absolute discretion. 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 the expense of Tenant by a person approved by Landlord, using materials and in a style and format approved by Landlord. Signage must match the architectural theme of the building. Tenant shall pay for the cost of its signage. Landlord shall have the right to place a "For Rent" sign on Tenant's Premises during the last six (6) months of the Term.

BUILDING NAME

Landlord reserves the right from time to time, in Landlord's sole and absolute discretion, exercisable without prior notice liability to Tenant: (a) to name or change the name of the Building; (b) to change the address of the Building; and/or (c) to install, replace or change any signs in, on or about the Common Areas, the Building or the Premises (except for Tenant's signs, if any, which are expressly permitted by Tenant's Lease).

VIOLATION OF RULES

Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

ADDITIONAL RULES

Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be needed or desired for the safety, care and cleanliness of the Premises and the Building and for the preservation of good order therein.

EXHIBIT D

TENANT IMPROVEMENTS

Tenant shall perform the Tenant Improvements referred to in this Exhibit D in the Premises. Capitalized terms used herein, unless otherwise defined in this Exhibit, shall have the meaning assigned to them in the Lease. Landlord and Tenant agree that the Tenant Improvements shall be performed as follows:

1. **Tenant Improvements.** All Tenant Improvements shall be performed by architects, engineers, and contractors hired by Tenant and approved by Landlord.

2. **Plans.**

(a) Tenant agrees to cause its interior space planner (the "Interior Space Planner"), to prepare and deliver to Landlord architectural, mechanical and electrical working drawings and specifications for the Tenant Improvements to be performed in the Premises (collectively, the "Plans") which Plans shall have been approved in writing by Tenant. Tenant's Plans shall be subject to Landlord's approval and the approval of any local governmental agency which requires approval. If Landlord does not approve the Plans, Landlord shall advise Tenant generally of the changes required in such Plans so that they will meet Landlord's approval. Within ten (10) business days after Tenant's receipt of such advice Tenant shall cause the Interior Space Planner to deliver to Landlord revised Plans which are acceptable to Landlord and/or said local governmental agency. Landlord reserves the right to disapprove any Plans or reserve approval of items shown thereon pending its review and approval of other plans and specifications, and to condition its approval upon Tenant making revisions to the Plans or supplying additional information. Tenant agrees that any review or approval by Landlord of any Plans with respect to any Tenant Improvements is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant or any other person with respect to the adequacy, correctness or sufficiency thereof.

(b) The Plans shall be revised, and the Tenant Improvements shall be changed, to incorporate any revisions to the Plans required by any local governmental agency or by any local governmental field inspector. The cost of any such revisions or changes shall be included in the cost of the Tenant Improvements and shall be payable by the parties as provided in Section 3 hereof.

(c) Tenant, at Tenant's expense, shall: (i) obtain all permits, approvals and certificates required by any governmental authorities; (ii) furnish to Landlord duplicate original policies or certificates thereof of worker's compensation insurance (covering all persons to be employed by Tenant and any contractors and subcontractors, in connection with the Tenant Improvements) and commercial general liability insurance (including premises operation, bodily injury, personal injury, death, independent contractors, products and completed operations, broad form contractual liability and broad form property damage coverages) in such form, with the companies, for such periods and in such amounts as Landlord may reasonably approve, naming Landlord and its agents, and any mortgagee, as additional insureds; (iii) upon completion of the Tenant Improvements, Tenant shall obtain certificates of completion of the Tenant Improvements required by any governmental authority and shall furnish Landlord with copies thereof, together with the "as built" plans and specifications therefore as approved by Landlord and any other documents required by Landlord or its lender, including but not limited to unconditional final releases and contractors' final affidavits. All materials and equipment to be incorporated into the Premises as a result of any Tenant Improvements shall be first quality and no such materials or equipment shall be subject to any lien, encumbrance, chattel mortgage, title retention or security agreement.

3. **Cost of the Tenant Improvements.** Landlord shall contribute the Landlord's Maximum Contribution as Landlord's share of the cost of the Tenant Improvements. Landlord shall make distributions of its contribution exclusively to Tenant, no more frequently than one (1) distribution per month, and only upon receipt from Tenant of draw requests (AIAG702/703) and documentation from the contractor(s) reflecting the completion of the work for which payment is being sought, and a lien waiver from said contractor(s), in such form as to constitute an effective waiver of lien under the laws of the Building State. Tenant shall have the right to Landlord's Maximum Contribution only after the Tenant's share of the costs is paid. In addition, all price increases due to change orders shall be paid by the Tenant immediately upon receipt of the change order. Tenant's right to any portion of Landlord's Maximum Contribution shall expire six (6) months following the

Effective Date of the Lease, and any portion of the Landlord's Maximum Contribution remaining unused as of that date shall inure to the benefit of Landlord.

4. Miscellaneous.

(a) **Other Tenant Improvements Obligations.** Landlord has no agreement with Tenant to perform the Tenant Improvements with respect to the Premises. Any improvements in the Premises which Tenant may be permitted by Landlord to perform subsequent to commencement of the Term shall be done at Tenant's sole cost and expense and in accordance with the terms and conditions of the Lease, including any such other requirements as Landlord deems necessary or desirable.

(b) **Additional Building Requirements.** If the Plans require the construction and installation of more fire hose cabinets or telephone/electrical closets than the number regularly provided by Landlord in the core of the Building in which the Premises are located, Tenant agrees to pay all costs and expenses arising from the construction and installation of such additional fire hose cabinets or telephone/electrical closets.

(c) **Additional Space.** This Exhibit shall not be deemed applicable to any additional office space added to the original Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions thereto in the event of a renewal or extension of the original Term of this Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplemental thereto.

(d) **Tenant's Representative.** Tenant has designated _____ as its sole representative with respect to the matters set forth in this Exhibit, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Exhibit.

(e) **Landlord's Representative.** Landlord has designated _____ as its sole representative with respect to the matters set forth in this Exhibit, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Exhibit.

(f) **Tenant's Default.** If Tenant has been in default under the Lease at any time, then, in addition to all other rights and remedies granted to Landlord pursuant to this Lease, Landlord shall have the right to withhold all or any portion of the Landlord's Maximum Contribution until such default has been cured by Tenant.

(g) **Defects.** Notwithstanding anything to the contrary in the Lease, Landlord shall have no responsibility to Tenant or its assignees or subtenants for any defects in construction, for any defect or failure attributable to any design professional, or for failure of the Property to comply with any Restrictions or Applicable Laws.

(h) **Ownership of Tenant Improvements, Fixtures.** All the Tenant Improvements, whether paid for by Landlord or Tenant, shall be at all times the property of Landlord. The Tenant Improvements shall not be trade fixtures and shall not be removable by Tenant, notwithstanding Tenant's obligation to pay insurance premiums, ad valorem taxes or installation costs attributable to the Tenant Improvements. All fixtures, excepting trade fixtures, attached to the Property by Tenant shall revert to and become the absolute property of Landlord, unless Landlord, in its sole discretion, agrees in writing at the termination of this Lease to allow Tenant to remove such fixtures. If Tenant removes any fixture, Tenant shall bear all costs of restoring the Premises to its condition prior to the installment of such fixture. Landlord shall incur no liability for improvements to the Premises as a consequence of such fixture acceding to the Property.

EXHIBIT E
GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "Guaranty") is made as of the 7 day of October, 2019, 2018, by Guarantor in favor of Landlord.

RECITALS

- A. Tenant desires to enter into a certain Lease with Landlord for certain space described therein (the "Lease").
- B. Landlord is willing to enter into the Lease only if it receives a guaranty of lease from Guarantor upon the terms and conditions set forth below,
- C. In order to induce Landlord to enter into the Lease, Guarantor is willing and agrees to enter into this Guaranty upon the following terms and conditions.
- D. Guarantor has determined that Guarantor shall be benefited by the Lease.

AGREEMENT

NOW, THEREFORE, intending to be legally bound, Guarantor, in consideration of the matters described in the foregoing Recitals, which Recitals are incorporated herein and made a part hereof, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, including, but not limited to the execution and delivery of the Lease by Landlord, hereby covenants and agrees for the benefit of Landlord and its respective successors, transferees and assigns as follows:

- 1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease as applicable and such definitions are incorporated herein by reference.
- 2. Guarantor absolutely, unconditionally and irrevocably guarantees:
 - (a) the prompt, full, complete and faithful performance of all of the terms, covenants, conditions, agreements and provisions to be kept, observed and performed by Tenant under the Lease; and,
 - (b) the payment of the Rent (as defined in the Lease) and any and all other sum or sums to become due thereunder under the Lease; and,
 - (c) the full and prompt payment of any Enforcement Costs (as hereinafter defined);
- 3. Guarantor agrees that: (a) this obligation shall be binding upon Guarantor without any further notice or acceptance hereof; (b) immediately upon receipt of notice by Landlord of the occurrence of an Event of Default (as such term is defined in the Lease), Guarantor will pay to Landlord the Rent and will keep, observe and perform all the terms, covenants, conditions, agreements and provisions of the Lease which are to be kept, observed and performed by Tenant under the Lease regardless of any defense, right of set-off or claims which Tenant or Guarantor may have against Landlord; (c) no extension, forbearance or leniency extended by Landlord to Tenant shall discharge Guarantor and Guarantor agrees that it will remain liable hereunder at all times; (d) Landlord and Tenant may at any time or times enter into such modifications, extensions, amendments or other covenants respecting the Lease and Guarantor shall not be released thereby, and Guarantor shall then continue as guarantor with respect to the Lease as so modified, extended, amended or otherwise affected; (e) neither Guarantor's obligation to make payment in accordance with the provisions of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release of limitation of the liability of Tenant or its estate in bankruptcy arising from the operation of any present or future provision of the Federal Bankruptcy Code or any other law of the United States or of any state relating to bankruptcy, insolvency, reorganization, readjustment, receivership or similar proceeding of any nature whatsoever, or the disaffirmance of the Lease and any lease documents in any such proceedings or otherwise; and (f) Guarantor shall continue as guarantor with respect to the Lease upon any assignment and/or subletting by Tenant of any or all of Tenant's interests in, to and under the Lease, whether or not Guarantor has received notice of or consent to any and all such assignments and/or sublettings.
- 4. Guarantor does hereby: (a) waive notice of acceptance of this Guaranty by Landlord and any and all notices and demands of every kind which may be required to be given, or which Guarantor may be entitled to

receive, by any statute, rule or law; (b) agree to refrain from asserting, any defense, right of set-off or other claim which Guarantor may have against Tenant until the full performance of all of Tenant's obligations under the Lease; (c) waive notice of default, demand for payment, notice of Tenant's nonpayment or nonperformance, diligence in collection, diligence in protection, and any and all formalities which otherwise might be legally required to charge Guarantor with liability; (d) waive all defenses other than performance by Landlord required under the Lease, legal or equitable or otherwise available to Guarantor as a guarantor or surety; and (e) waive any failure by Landlord to inform Guarantor of any facts Landlord may now or hereafter know about Tenant, the Property and the Lease or the transactions contemplated thereby, it being understood and agreed that Landlord has no duty so to inform and that Guarantor is fully responsible for being and remaining informed by Tenant of all circumstances bearing on the risk of nonperformance of Tenant's obligations. Landlord shall have no obligation to disclose or discuss with Guarantor Landlord's assessment of the financial condition of Tenant. Guarantor acknowledges that no representations of any kind whatsoever have been made by Landlord. No modification or waiver of any of the provisions of this Guaranty shall be binding upon Landlord except as expressly set forth in a writing duly signed and delivered by Landlord.

5. All of the remedies set forth herein and/or provided for in the Lease or at law or equity shall be equally available to Landlord, and the choice by Landlord of one such alternative over another shall not be subject to question or challenge by Guarantor or any other person, nor shall any such choice be asserted as a defense, setoff, or failure to mitigate damages in any action, proceeding, or counteraction by Landlord to recover or seeking any other remedy under this Guaranty, nor shall such choice preclude Landlord from subsequently electing to exercise a different remedy. The parties have agreed to the alternative remedies provided herein in part because they recognize that the choice of remedies in the event of a default hereunder will necessarily be and should properly be a matter of good faith business judgment, which the passage of time and events may or may not prove to have been the best choice to maximize recovery by Landlord at the lowest cost to Tenant and/or Guarantor. It is the intention of the parties that such good faith choice by Landlord be given conclusive effect regardless of such subsequent developments.

6. Guarantor further agrees to be bound by each and every term, covenant, condition, agreement and provision of the Lease, with the same force and effect as if it were designated in and had executed the Lease as Tenant thereunder. Guarantor acknowledges and confirms each representation, covenant, agreement and obligation undertaken by Guarantor by its execution of this Guaranty. Guarantor hereby acknowledges receipt and acceptance of a copy of the Lease.

7. This is an agreement of both guaranty and suretyship and the liability of Guarantor shall be direct and may be enforced without Landlord's being required to resort to any other right, remedy or security, or to proceed against any other party. Landlord may proceed against Tenant, Guarantor or other parties in such order as Landlord may elect without waiving its right to proceed singly, successively or cumulatively against Tenant, Guarantor or any other party. This Guaranty shall continue to be effective or be reinstated (as the case may be) if at any time payment of all or any part of any sum payable pursuant to the Lease is rescinded or otherwise required to be returned by Landlord upon the insolvency, bankruptcy, dissolution, liquidation, or reorganization of a Tenant or any other guarantor of the Lease or upon or as a result of the appointment of a receiver, intervenor, custodian or conservator of or trustee or similar officer for, Tenant or any substantial part of its property, or otherwise, all as though such payment to Landlord had not been made, regardless of whether Landlord contested the order requiring the return of such payment.

8. Guarantor may, at Landlord's option, be joined in any action or proceeding commenced by Landlord against Tenant, in connection with and based upon any terms, covenants, conditions, agreements or provisions of the Lease. Guarantor waives any demand by Landlord or prior action by Landlord of any nature whatsoever against Tenant, including without limitation, any right which Guarantor might otherwise have, under any statute or rule of law, to require Landlord to take any action against a Tenant prior to proceeding against Guarantor hereunder.

9. Guarantor hereby acknowledges that the rights, benefits and privileges hereunder shall inure to the benefit of each and every assignee of Landlord and of Landlord's interest in, to and under the Lease and that Guarantor shall continue to be bound hereunder upon such assignment without further documentation.

10. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given: (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt

requested), three Business Days after mailing; (c) if by Federal Express or other reliable overnight courier service, on the next Business Day after delivered to such courier service; or (d) if by telecopier on the day of transmission so long as copy is sent on the same day by overnight courier as follows: (i) if to Landlord, to Landlord's Notice Address; (ii) if to Guarantor, to Guarantor's Notice Address, or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

11. This Guaranty shall be binding upon the heirs, executors, legal and personal representatives, successors and assigns of Guarantor and shall not be discharged in whole or in part by the death of Guarantor.

12. This Guaranty shall be construed, interpreted and governed under the laws of the Building State. The parties hereto intend and believe that each provision in this Guaranty comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Guaranty is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Guaranty to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Guaranty shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Landlord under the remainder of this Guaranty shall continue in full force and effect.

13. If: (a) this Guaranty is placed in the hands of an attorney for collection or is collected through any legal proceeding; (b) an attorney is retained to represent Landlord in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Guaranty; (c) an attorney is retained to provide advice or other representation with respect to this Guaranty; or (d) an attorney is retained to represent Landlord in any proceedings whatsoever in connection with this Guaranty and Landlord prevails in any such proceedings, then Guarantor shall pay to Landlord upon demand all reasonable attorney's fees, costs and expenses incurred in connection therewith (all of which are referred to herein as "Enforcement Costs"), in addition to all other amounts due hereunder, regardless of whether all or a portion of such Enforcement Costs are incurred in a single proceeding brought to enforce this Guaranty, the Lease and any lease documents.

14. Guarantor makes the following representations and warranties to Landlord set forth in this Section. Guarantor acknowledges that but for the truth and accuracy of the matters covered by the following representations and warranties, Landlord would not have agreed to execute and deliver the Lease.

- (a) Guarantor is a resident of the Building State.
- (b) Any and all Financial Statements and other financial data with respect to Guarantor which have heretofore been given to Landlord by or on behalf of Guarantor fairly and accurately present the financial condition of Guarantor, subject to minor, immaterial errors, as of the respective dates thereof.
- (c) The execution, delivery, and performance by Guarantor of this Guaranty does not and will not contravene or conflict with: (i) any Applicable Laws, order, rule, regulation, writ, injunction or decree now in effect of any government authority, or court having jurisdiction over Guarantor, (ii) any contractual restriction binding on or affecting Guarantor or Guarantor's property or assets which may adversely affect Guarantor's ability to fulfill its obligations under this Guaranty, and (iii) the organizational or other documents of Guarantor.
- (d) This Guaranty creates legal, valid, and binding obligations of Guarantor enforceable in accordance with its terms.
- (e) Except as disclosed in writing to Landlord, there is no action, proceeding, or investigation pending or, to the knowledge of Guarantor, threatened or affecting Guarantor, which may adversely affect Guarantor's ability to fulfill its obligations under this Guaranty. There are no judgments or orders for the payment of money rendered against Guarantor for an amount in excess of \$100,000 which have been undischarged for a period of ten (10) or more consecutive days and the enforcement of which is not stayed by reason of a pending appeal or otherwise. Guarantor is not in default under any agreements which may adversely affect Guarantor's ability to fulfill its obligations under this Guaranty.
- (f) All statements set forth in the Recitals are true and correct.

Guarantor hereby agrees to indemnify and hold Landlord free and harmless from and against all loss, cost, liability, damage, and expense, including reasonable attorneys' fees and costs, which Landlord may sustain by reason of the inaccuracy or breach of any of the foregoing representations and warranties as of the date the foregoing representations and warranties are made.

15. Guarantor shall deliver or cause to be delivered to Landlord all of the guarantor financial statements to be delivered in accordance with the terms of the Lease.

16. This Guaranty signed by Guarantor and sent by facsimile, electronic mail or other electronic transmission to Landlord shall (a) have the same effect as an original signed Guaranty, and (b) serve as conclusive proof, admissible in judicial proceedings, of Guarantor's execution of this Guaranty. To facilitate execution, this Guaranty may be executed in as many counterparts as may be required. All counterparts shall collectively constitute a single agreement.

17. All rights, powers and authorities herein granted to Landlord are coupled with an interest and are irrevocable until discharge of the lease obligations and lease claims and all outstanding lease obligations or lease claims have been performed, discharged and paid in full in cash. Such rights, powers and authorities may be freely exercised by Landlord, or not exercised by it, in each instance as it may see fit given its own individual interest as a holder of a lease obligation or lease claim, without any duty of care, duty of loyalty or other duty whatsoever to Guarantor.

18. This Guaranty: (a) shall be binding upon and enforceable against Guarantor and each and all of his successors and assigns; (b) may be jointly or separately enforced in any lawful manner against any one or more or all of the persons and entities bound hereby, without any requirement that other Claims or persons or entities bound hereby be joined (and no single or partial exercise or enforcement of any right hereunder shall preclude any other or further exercise or enforcement thereof); and (c) shall inure to the benefit of and be enforceable by Landlord, its affiliates, successors and assigns and transferees and each other present and future holder of any Lease obligation or Lease claim. Without limiting the foregoing, Landlord shall have the right to assign this Guaranty to any lender of Landlord with respect to the Lease and Guarantor hereby agrees to provide such estoppel certificates to such lender as may be required and necessary with respect to the right of the lender to the benefits of this Guaranty.

19. This Guaranty, the Lease, any Ground Lease, if applicable and Guarantor's subordination agreement, if applicable, set forth definitely and exhaustively the complete agreement of the parties with respect to the subject matter hereof. No provision hereof and no right arising hereunder may be modified or waived by any oral agreement or shall be deemed to have been modified or waived by any act or failure to act or shall otherwise be affected or changed, except as and to the extent expressly set forth in a writing signed by the party to be bound thereby.

20. This Guaranty shall be governed by, and construed in accordance with, the laws of the Building State. Guarantor hereby: (a) irrevocably consents to the exclusive jurisdiction of the courts of the Building County in the Building State or the courts of the United States for the Alaska District of the Building State respect of any action or proceeding arising out of or in connection with this Guaranty or for the enforcement of any right hereunder; (b) waives any objection which it may have at any time to the laying of venue of any such action or proceeding in any such court, waives any claim that such action or proceeding has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party; and (c) agrees that process in any such action or proceeding may be served upon it, and shall be sufficiently served upon it, by mail to its address set out on the signature pages hereof; without limiting the right of any person or entity to serve process in any other manner permitted by law.

21. Each party hereto hereby waives, absolutely, unconditionally, irrevocably and forever, any right to trial by jury in any action or proceeding arising out of or in connection with this Guaranty or for the enforcement of any right hereunder.

22. This Guaranty is a continuing and irrevocable Guaranty enforceable against Guarantor by Landlord and each other present and future holder of any claim of Landlord under the Lease. Notice of acceptance hereof by Landlord or any such holder is hereby waived, and reliance hereon by each of them is hereby unconditionally and conclusively acknowledged.

23. All defined terms set forth herein, unless otherwise defined herein, shall have the same meanings as defined in the Lease.

GUARANTOR ACKNOWLEDGES AND AGREES THAT GUARANTOR HAS READ THE LEASE AND IS FULLY INFORMED AND HAS BEEN ADVISED AS TO THE RISKS AND LIABILITIES ASSUMED BY GUARANTOR WITH RESPECT TO THIS GUARANTY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty of Lease to be duly executed, under seal, as of the day and year first above written.

GUARANTOR:

A handwritten signature in black ink, appearing to read 'Zachary Steiner', is written over a horizontal line.

Zachary Steiner, M.D.

Exhibit B

[PET-CT Equipment electricity will be billed separately after usage difference is determined]