

AMBULATORY SURGERY CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") dated, for reference purposes only is entered into on February 10, 2020 by and between WW Properties, LLC, an Alaska Limited Liability Company and owner of premises located at 2485 Chief William Drive, suite 200 Fairbanks, Alaska legally known as Lot 6-A-F-1 Phillips 3rd Addition (Lessor) and Denali Biomedical, LLC, an Alaska Limited Liability Company ("Lessee").

RECITALS

Lessor agrees to lease to Lessee that certain premises located at 2485 Chief William Drive, suite 200 Fairbanks, Alaska legally known as Lot 6-A-F-1 Phillips 3rd Addition ("Premises"), consisting of an outpatient surgery suite equipped with all necessary equipment and supplies necessary to operate an Alaska-Licensed Ambulatory Surgery Center ("ASC") as further described herein.

FOR AND IN CONSIDERATION of the covenants, conditions, and agreements hereinafter set forth to be kept and performed by Lessee, the parties enter into this Lease.

Leased Premises. As shown in Exhibit A, attached hereto and incorporated herein by reference as the "Premises". Premises is an Alaska state-licensable outpatient surgery suite with one operating room, pre-operative/PACU area and a reception area for use one (1) day per week, every Wednesday. Subject to landlord approval based on availability, the Lessee shall be permitted to re-schedule any unused days to any other available days up to a total of 52 days per year even if this results in using more than one day per week.

Qualifications and Condition of Leased Premises. The Lessor represents that the Premises are in compliance with Federal and State regulations required to obtain an ASC Alaska license as detailed at http://dhss.alaska.gov/dhcs/Pages/hflc/fac_asc.aspx. Specifically: the SOM Federal regulations, and the following state regulations: (1) ASC State ASPEN Regulations (2) Alaska Nursing Statutes and Regulations (3) Alaska Administrative Code (4) Alaska Licensing Regulations and (5) Alaska Statutes.

Contingencies.

- The Lessor represents that the Leased Premises meet all federal and state criteria required to obtain an Alaska License to operate an Ambulatory Surgery Center, and if the Lessee is unable to obtain such license due to a deficiency in the leased premises the Lessee shall notify the Lessor of the required modifications of the premises needed to obtain a license.
- In case a modification of the premises is required by the state to obtain an ASC license, The Lessor shall have a 30 day period to make such modification at his own expenses. If the Lessor fails to make the modifications needed to render the premises compliant with state requirements to obtain a license, this Lease agreement becomes null and void, and the deposit described in article 4 shall be reimbursed from the Lessor to the Lessee within 5 business days of the expiry of the 30 day period.
- Alternatively, the Lessor may allow the Lessee to make the mandated modifications to the premises, and the costs of such modifications shall be deducted from future due rent if the Lessee accepts to make the required modifications.

Initials: Lessor: GW Lessee: WV

ARTICLES

1. Term. The term of this Lease shall be for 1 (year) year commencing from ASC Licensure from the State of Alaska Department of Health and Social Services. The Lessee shall notify the Lessor of the date of obtaining such licensure, and the licensure date shall mark the start date of this lease. Thereafter, the Lessee has an option to renew the Lease on an annual basis for 10 (ten) consecutive years following the expiration of the initial lease period at the same price, terms and conditions as stipulated in this lease; and shall notify the Lessor in writing or by email of such renewal 30 days before expiry of the Lease period.

2. Surrender of the Leased Premises. Lessee shall upon the expiration or termination of this Lease surrender the Leased Premise in the same condition as when first occupied by Lessee, reasonable wear and tear excepted.


3. Rent and Other Charges. During the Term, Lessee shall pay Lessor, on or before the first (1st) day of each month, the amount of \$23,833 (Twenty-three thousand, eight hundred and thirty-three) per month. Included in Rent are utilities as listed in **Schedule A** and medical equipment as listed in **Schedule B** currently located in the Leased Premises. Consumable medical materials and medications are not included and shall be paid separately or replaced by the Lessee if utilized.

4. First Month's Rent Deposit. Upon the execution of this Lease, Lessee shall pay to Lessor the amount of Twenty-Three Thousand Eight Hundred Thirty-Three Dollars (\$23,833) for the first month's advance Rent.

5. First Right of Refusal. If, during the term of this lease or any renewal term, Lessor is prepared to accept a bona fide offer from any party to purchase the Leased Premises, Lessor shall give written notice to Lessee of the terms of such purchase offer and Lessee shall have a period of seven (7) days from the date of receipt of such notice within which to elect to purchase on the identical terms and conditions of such offer, by giving written notice of such election to Lessor. If Lessee fails to give such timely written notice of election to purchase, Lessor shall have a period of ninety (90) days from the date of the expiration of the period for giving of notice by Lessee to transfer the premises upon terms not more favorable to the purchaser than contained in such notice.

6. Repairs & Maintenance. Lessee reserves the right to perform necessary equipment and facility repairs and maintenance to include as required to operate the facility within the guidelines required by the regulating authority. Repairs must be approved in advance by Lessor. Lessee must make every reasonable effort to contact Lessor and obtain approval prior to undertaking such repairs. If unable to reach Lessor within reasonable time delay, Lessee may undertake urgent repairs if estimated repair cost is less than \$2000. Such repairs expenses shall be deducted from future rents.

7. Release from Lease. Lessor agrees to release Lessee from the terms and obligations of this lease in the event that Lessee is no longer practicing medicine in the Fairbanks area and the Lessee makes a request to be temporarily or permanently released from the lease. If the Lessee stops practicing in Fairbanks and wishes to be released from the obligations of this lease, he shall notify the Lessor in writing or by email (drcjensen@gmail.com), in which case the lease obligations are no longer in effect and this lease is put on hold (no payments are due). If and when the Lessee resumes his practice the Lessee shall notify the Lessor of returning to

Initials: Lessor:  Lessee: 

practice and the lease shall resume at the same terms and conditions and shall be extended by the period of time which the lease has been suspended.

8. Indemnity. Lessee shall indemnify, defend, protect, and hold Lessor and Landlord (and their respective agents and employees) harmless of, from and against any and all loss, cost, damage, injury, or expense to the extent of Lessee's liability arising out of or related to claims of injury to or death of persons, damage to property occurring or resulting directly or indirectly from the use or occupancy of the Leased Premises or activities of Lessee, or any of Lessee's agents, contractors, employees, or invitees, in or about the Leased Premises, and Lessee's use, storage, and disposal of Hazardous Materials as defined in Paragraph 15 below, such indemnity to include, but without limitation, the obligation to provide any and all costs of defense against such claims. Lessee, as a material part of the consideration to Lessor and Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Leased Premises arising from any cause, other than the sole negligence or willful misconduct of Lessor or Landlord, and Lessee hereby waives all claims in respect thereto against Lessor and Landlord. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

9. Change in Control. A "Change in Control" shall include any sale, merger, or acquisition of either party (Lessor or Lessee) to a third controlling party. A change in control of Lessor shall constitute an automatic assignment of all rights and responsibilities of Lessor stipulated in this lease agreement at the same terms and conditions to the acquiring entity and/or shareholders. A change in control of Lessee shall constitute an automatic assignment of all rights and responsibilities of Lessee stipulated in this lease agreement at the same terms and conditions, to the acquiring entity and/or shareholders.

10. Use. Lessee shall use the Leased Premises for an out-patient ambulatory surgical facility and no other use. Lessee shall have exclusive use of the Leased Premises and equipment on the stipulated day, when being used by the Lessee as stipulated in this Lease unless otherwise agreed upon by both parties.

11. Assignment. Subject to approval from the Lessor, the Lessee shall be permitted to assign this Lease or sublet the Leased Premises.

12. Insurance. Lessee shall provide to Lessor a certificate of insurance with minimum coverage of \$1,000,000 for general liability insurance and as written evidence of Lessee's insurance on the Leased Premises. All such policies shall also name Landlord as additional insureds and loss payees. Lessee shall, at Lessor's request from time to time, provide Lessor with current certificates of insurance evidencing Lessee's compliance with this paragraph.

13. Compliance with Laws and Insurance Standards. Lessee shall not occupy or use, or permit any portion of the Leased Premises to be occupied or used, for any business or purpose which is disreputable or productive of fire or other hazard, or permit anything to be done which would in any way increase the rate of the fire insurance coverage on Leased Premises or its contents. If Lessee does or permits anything to be done which shall increase the cost of any insurance policy required to be carried hereunder, then Lessee shall reimburse Lessor (or Landlord, whichever applies), upon demand, for any such additional premiums. Lessor (or Landlord) shall deliver to Lessee a written statement setting forth the amount of any such insurance cost increase or increases and showing in reasonable detail the manner in which each such increase has been computed. Lessee shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or

Initials: Lessor: CT Lessee: AN

claiming jurisdiction) related to the use, condition or occupancy of the Leased Premises. Lessee shall not, in its use or occupancy of the Leased Premises, create, require, or cause imposition of any requirement by any public authority for structural or other upgrading of or improvement to the Leased Premises.

14. Representations and Warranties.

(a) Lessee represents and warrants that it shall obtain all licenses, certifications, and permits required under applicable law for the delivery of healthcare services at the applicable Leased Premises.

(b) Lessee represents and warrants that all persons performing medical and healthcare services in a Leased Premises under this Lease are licensed, certified, or permitted, under applicable state law of the state in which such services are to be provided, to perform the medical or healthcare services provided in the Leased Premises. Lessee shall adopt and implement a credentialing program consistent with the industry standards covering all licensed practitioners performing health care services at the Leased Premises.

(c) Lessee represents and warrants that all persons performing medical or healthcare services in a Leased Premises under this Lease will maintain, at no cost to Lessor, any license, certification, or permit required under the applicable state law for each state in which such person performs medical and healthcare services.

(d) Lessee represents and warrants that all personnel performing services in the Leased Premises under this Lease will provide services within the scope of their applicable license, certification, or as permitted by applicable state law. Lessee further represents and warrants that physicians licensed under applicable state law for each state in which any non-physician personnel will perform services in the applicable Leased Premises will be supervising the non-physician personnel where such supervision is required by applicable state law.

(e) Lessee covenants that any health care provider performing medical and related services in the Leased Premises under this Lease will fully and properly disclose to their patients, to the extent required by applicable law, any financial interest that the health care provider has in an entity to which that health care provider refers the patient.

(f) Lessee covenants to maintain any books, records, patient charts, patient files, or any other document containing protected health information as defined in regulations to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), at 45 C.F. R. 18 §164.501, as amended, in accordance with all applicable laws, regulations, ordinances, statutes, and rules.

(g) Lessee warrants that each agent, employee, and representative performing medical and related services under this Lease understands the requirements and obligations required of Lessee and each agent, employee, and representative performing medical and related services under this Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and under all applicable federal and state healthcare fraud and abuse laws including, but not limited to, the federal Anti-kickback Statute and the Stark law. Lessee's agents, employees, and representatives performing medical and related services under this Lease shall use reasonable efforts to maintain any protected health information orally

Initials: Lessor: CT Lessee: ??

conveyed by a patient while in the Leased Premises. Lessee further covenants that each agent, employee, and representative performing medical and related services under this Lease undergoes training or education on the requirements and obligations of Lessee and each agent, employee, and representative performing medical and related services under this Lease under HIPAA and under all applicable federal and state healthcare fraud and abuse laws including, but not limited to, the federal Antikickback Statute and the Stark law prior to beginning an assignment at the applicable Leased Premises and periodically thereafter.

(h) Lessee represents and warrants that neither it, nor its agents, employees, or representatives, is currently excluded, debarred, suspended, or otherwise ineligible to participate in Medicare, Medicaid, or any other federal health care program. Further, Lessee covenants not to act, or permit its agents, employees, and representatives to act, in any way that will reasonably result in the exclusion, debarment, suspension, or other action making Lessee, or any agent, employee, or representative of Lessee, ineligible to participate in Medicare, Medicaid, or any other federal health care program. Lessee covenants to notify Lessor immediately of any threatened, proposed, or actual exclusion from Medicare, Medicaid, or any other federal health care program.

(i) Lessee covenants to notify Lessor, in writing within thirty (30) days, of the receipt of any letter, notice, correspondence or pleading that asserts or makes any Claim against the Lessee or its agents, employees, and representatives, whether sounding in liability or medical malpractice, arising out of or related to the operations or provision of services in the Leased Premises. Lessee further covenants to notify Lessor, in writing within fifteen (15) days of the receipt of any letter, notice, correspondence or pleading that informs Lessee, or its agent, employees, or representatives, of any pending matter to take action against, suspend or revoke, whether permanently or temporarily, any license, certification, permit or other authorization required of the Lessee, its agents, employees or representatives to conduct operations or provide services in the Leased Premises.

(j) Lessee represents and warrants that Lessor, in its capacity under this Lease, is not Lessee's "Business Associate," as that term is defined in HIPAA regulations.

(k) Lessee represents that the space and equipment rented does not exceed that which is reasonably necessary to accomplish the commercially reasonable business purpose of this Lease, and that the space and equipment has been rented to Lessee at fair market value without taking into account the volume or value of any referrals.

15. The parties agree that this Lease is intended to comply with all state and federal laws, regulations, and policies including, but not limited to the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)) and the regulations promulgated thereunder, and the Ethics in Patient Referrals Act (42 U.S.C. Section 1395nn) (also known as "Stark") and the regulations promulgated thereunder (collectively, the "Health Care Laws"). If any provision of this Lease is believed by either party in good faith to be materially in violation of the Health Care Laws, the parties shall attempt in good faith to amend this Lease, if possible, to conform to the Laws. If the parties are unable to agree on any such amendment, or if it is not possible to amend the Lease to comply with the Laws, then either party may terminate this Lease.

Initials: Lessor: GF Lessee: 7N

16. Hazardous Materials.

(a) As used herein, the term "Hazardous Material" shall mean any substance or material which has been determined by any state, federal, or local governmental authority to be capable of posing a risk of injury to health, safety, or property, including all of those materials and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the U.S. Food and Drug Administration, the department of environmental quality or similar government agency of the state, county, or municipality where the Leased Premises are located, or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

(b) Lessee agrees not to introduce any Hazardous Material in, on, or adjacent to the Leased Premises or in, on, or adjacent to the Leased Premises without (i) obtaining Landlord's prior written approval with such approval being at Landlord's sole discretion, (ii) providing Landlord with thirty (30) days prior written notice of the exact amount, nature, and manner of intended use of such Hazardous Materials, and (iii) complying with all applicable federal, state, and local laws, rules, regulations, policies, and authorities relating to the storage, use, disposal, and clean-up of Hazardous Materials, including, but not limited to, the obtaining of all proper permits. Notwithstanding the foregoing to the contrary, Lessee shall be permitted to bring on to the Leased Premises reasonable amounts of typical cleaning and medical and office supplies, which may contain Hazardous Material, so long as such supplies are used and disposed of in accordance with all applicable laws.

(c) Lessee shall immediately notify Lessor and Landlord of any inquiry, test, investigation, or enforcement proceeding by, against, or directed at Lessee or the Leased Premises concerning a Hazardous Material. Lessee acknowledges that Landlord shall have the right, at its election, but through no obligation, in its own name or as Lessee's agent, to negotiate, defend, approve, and appeal, at Lessee's expense, any such action taken or order issued with regard to a Hazardous Material by any applicable governmental authority.

(d) If Lessee's storage, use, or disposal of any Hazardous Material in, on, or adjacent to the Leased Premises results in any contamination of the Leased Premises, the soil, surface or groundwater thereunder, or the air above and around the Leased Premises (i) requiring remediation under federal, state, or local statutes, ordinances, regulations, or policies, or (ii) at levels which are unacceptable to Landlord, in Landlord's sole and absolute discretion, Lessee agrees to clean-up the contamination immediately, at Lessee's sole cost and expense. Lessee further agrees to indemnify, defend, and hold Lessor and Landlord harmless from and against any claims, suits, causes of action, costs, damages, loss, and fees, including attorneys' fees and costs, arising out of or in connection with (i) any clean-up work, inquiry, or enforcement proceeding relating to Hazardous Materials currently or hereafter used, stored, or disposed of by Lessee or its agents, employees, contractors, or invitees on or about the Leased Premises, and (ii) the use, storage, disposal, or release by Lessee or its agents, employees, contractors, or invitees of any Hazardous Materials on or about the Leased Premises.

(e) Notwithstanding any other right of entry granted to Lessor and Landlord under this Lease, Lessor and Landlord shall have the right to enter the Leased Premises or to have consultants enter the Leased Premises throughout the Term at reasonable times and upon not less than twenty-four (24) hours advance notice for the purpose of determining: (i) whether the Leased Premises are in conformity with federal, state, and local statutes, regulations, ordinances, and policies, including those pertaining to the environmental condition of the Leased

Initials: Lessor:  Lessee: 

Premises; (ii) whether Lessee has complied with this Paragraph 15; and (iii) the corrective measures, if any, required of Lessee to ensure the safe use, storage, and disposal of Hazardous Materials. Lessee agrees to provide access and reasonable assistance for such inspections. Such inspections may include, but are not limited to, entering the Leased Premises with machinery for the purpose of obtaining laboratory samples. Lessor and Landlord shall not be limited in the reasonable number of such inspections during the Term. If such consultants determine that Lessee has caused the Leased Premises to be contaminated with Hazardous Material or in violation of any applicable environmental law, Lessee shall, in a timely manner, at its expense, remove such Hazardous Materials or otherwise comply with the recommendations of such consultants to the reasonable satisfaction of Landlord and any applicable governmental agencies. If Lessee fails to do so, Landlord, at its sole discretion, may, in addition to all other remedies available to Landlord under this Lease and at law and in equity, cause the violation and/or contamination to be remedied at Lessee's sole cost and expense. The right granted to Lessor and Landlord herein to inspect the Leased Premises shall not create a duty on Lessors or Landlord's part to inspect the Leased Premises, or liability of Lessor or Landlord for Lessee's use, storage, or disposal of Hazardous Materials, it being understood that Lessee shall be solely responsible for all liability in connection therewith.

(f) Lessee's obligations under this and all indemnification obligations of Lessee under this Lease shall survive the expiration or earlier termination of this Lease.

17. Default. Lessee's failure to perform any of its duties or obligations hereunder, upon five (5) days' prior written notice from Lessor, shall be an event of default under this Lease, including by not limited to: (1) failure to pay any Rent due and payable hereunder upon the date when payment is due; (2) failure to perform any obligation, agreement or covenant under this Lease; (3) a general assignment by Lessee for the benefit of creditors; (4) the filing of any petition in bankruptcy by Lessee; (5) the appointment of a receiver to take possession of the assets of Lessee's assets; (6) the attachment, execution, or other judicial seizure of all or substantially all of Lessee's assets or the Leased Premises; (7) the admission by Lessee in writing of its inability to pay its debts as they become due; or (8) the voluntary or involuntary abandonment of the Leased Premises for a period in excess of fifteen (15) business days.

Upon such default, Lessor may, at its option, take one or more of the following actions: (a) terminate this Lease; (b) without terminating the Lease, enter and take possession of the Leased Premises by any lawful means and remove Lessee; (c) alter the locks at the Leased Premises; or (d) pursue whatever other remedies may be available to Lessor against Lessee under Alaska law. Lessee waives any claims for damages by reason of Lessors reentry, repossession, or alteration of the locks and for damages by reason of any legal process.

18. Right of Entry. After reasonable notice (except in emergencies where no such notice shall be required), Landlord, and their respective agents and representatives, shall have the right to enter the Leased Premises to inspect the same, to clean, to perform such work as may be permitted or required hereunder or under the Lease or Master Lease, to make repairs to or alterations of the Building

19. Subordination and Attornment. Notwithstanding any foreclosure or sale under any such mortgage or deed of trust (or deed in lieu thereof), this Lease shall remain in full force and effect, Lessee shall attorn to the purchaser at any such sale or foreclosure or the grantee of any such deed, and so long as Lessee performs its obligations under this Lease, Lessee's possession of the Premises shall not be disturbed.

Initials: Lessor: GS Lessee: 72

20. Estoppel Certificate. At Landlord's request, Lessee shall execute estoppel certificates addressed to (a) any mortgagee or prospective mortgagee of Landlord; (b) any purchaser or prospective purchaser of all of any portion of, or interest in, the Leased Premises; or (c) Landlord, on a form specified by Landlord, certifying as to such facts (if true) and agreeing to such notice provisions and other matters as such mortgagee(s) or purchaser(s) may reasonably require; provided, however, that in no event shall any such estoppel certificate require an amendment of the provisions hereof or otherwise affect or abridge Lessee's rights hereunder and provided further that Lessee shall have the right to alter any such estoppel certificate to reflect the true state of events and Lessee's degree of knowledge concerning such events.

21. Attorneys' Fees. In the event Lessor or Lessee brings any legal proceeding to enforce any of the terms of this Lease, the prevailing party shall be entitled to an award of reasonable attorneys' fees, paralegals' fees and costs fixed by the court against the non-prevailing party.

22. Notices. Any notice required hereunder or desired to be sent by either party hereto to the other, shall be in writing and shall be served by personal delivery or by depositing such notice in the United States mail, certified, with certification and postage charges prepaid, properly addressed and delivered to the party to receive the same as follows:

As to Lessor:

Christopher Jensen, MD
2485 Chief William Drive, suite 100
Fairbanks, AK 99709
drcjensen@gmail.com

As to Lessee:

Tony Nimeh MD,
607 Old Steese Hwy, Ste B-306
Fairbanks, AK, 99701
tonynimeh@gmail.com

All notices shall be deemed to have been given upon delivery, if hand delivered, or three (3) days after depositing the same for delivery in a United States Postal Service mail box or branch office established by the United States Postal Service, if mailed. Either party may designate a different person or entity or place to or at which notices shall be given by delivering a written notice to that effect to the other party, which notice shall be effective after the same is actually received by the other party.

23. Headings. Paragraph headings are for reference only and shall have no substantive meaning.

24. No Joint Venture. This Lease shall not be deemed or construed to create or establish any relationship of partnership or joint venture or similar relationship or arrangement between Lessor and Lessee hereunder.

25. Time of the Essence. Time is of the essence of each and every covenant and condition herein contained.

Initials: Lessor: CS Lessee: tn

26. No Recordation/Non-disclosure. Neither Lessor nor Lessee shall record this Lease or a memorandum of this Lease. Neither party shall disclose any detail of this agreement to other parties, with the exception of legal representation or pertinent financial officers.

27. No Broker Fees. Lessee represents and warrants to Lessor that it has not had any dealings with any broker or finder in connection with this Lease, and it knows of no person who is or might be entitled to a commission, finder's fee or other like payment in connection herewith. Lessee does hereby indemnify and agree to defend and hold Lessor harmless from and against any and all claims, liabilities and expenses that Lessor may incur should such representation and warranty be incorrect. Lessor agrees to defend, indemnify, and hold Lessee harmless from any claims or liability to any broker or other person arising out of or relating to any agreement by Lessor to pay a brokerage commission, finder's fee, or like payment to such broker or such person relating to the subleasing of the Leased Premises

28. Authority to Execute. The parties hereto and the persons executing this Lease on behalf of such parties represent and warrant that the individuals executing this Lease on their respective behalf are duly authorized to execute and deliver this Lease on its behalf and that this Lease is binding upon each party in accordance with its terms.

29. Miscellaneous. This Lease shall be binding upon the parties hereto, and their successors and assigns. This Lease shall be governed by and construed in accordance with the laws of the State of Alaska. The parties agree that the venue for any dispute arising out of this Lease shall be the Superior Court, Third Judicial District, Anchorage, Alaska. Time is of the essence of this Lease. Any word contained in the text of this Lease shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be applicable in the particular context. The captions of this Lease are for convenience only, are not a part of this Lease, and do not in any way limit or amplify the terms and provisions hereof. No oral promises, representations or agreements have been made by Lessor or Lessee, and this Lease contains the entire agreement between the parties. This Lease may not be modified or amended except by written instrument signed and delivered by both parties. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect. All remedies hereunder are cumulative and not exclusive, and Lessor shall additionally have any and all rights afforded to it under any applicable law. A waiver by Lessor of any provisions of this Lease shall not be deemed a waiver of Lessors right to act on any other prior, concurrent or future violation hereof.

Initials: Lessor: AS Lessee: W

SIGNATURES

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease Agreement as of the date first above written.

LESSOR: WW PROPERTIES LLC

Representative: Christopher Jensen MD

Signature: 

Date: 2/10/2020

LESSEE: DENALI BIOMEDICAL, LLC

Representative: Tony Nimeh MD

Signature: 

Date: 2-10-2020

Initials: Lessor:  Lessee: 

EXHIBIT A

Leased Premises
2486 Chief William Drive
Lot 6-AF-1 Phillips 3rd Addition

The Leased premises shall include approximately 1,500 square feet of space depicted below. The Lessee will have use of the Reception, Pre-Op/PACU, Sterile Hall, Patient Restroom, Soiled Utility, Clean Utility and Operating Room. Shared spaces will include the common hallway, the restrooms for use in the common hallway, the staff lounge/kitchen, the staff restroom and the Changing/Locker Room.

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Schedule A

Utilities

The following utilities are included in the base rate of the rent for the Lessee:

Water
Electrical
Gas
Central Heat
Central OR heater/humidifier and HEPA filtration

Initials: Lessor:  Lessee: 

Schedule B

Equipment and Material List

The following equipment will be included in the base rate of the rent for the Lessee:

- | | |
|--|--|
| - Thermometers | - All soiled utility room materials |
| - Blanket warmer and blankets | - All sterilization room autoclaves |
| - Patient monitors | - All stainless tables, mayo stands, anesthesia cart |
| - Gurneys | - Overhead operating light |
| - Refrigerators | - All chairs, stools and surgeon chairs |
| - Oxygen tanks | - Facility scrubs |
| - All sharps containers | - Lounge area/common area equipment: Refrigerator, Microwave, coffee machine |
| - Air handling system | - Megadyne electrocautery |
| - Laundry room | - Suction canisters |
| - Cabinetry for storage | - Anesthesia machine |
| - All sinks, towels, soap dispensers | - Operating table |
| - All hat and bootie shoe cover dispensers and materials | - Space in the PACU for equipment storage |
| - Surgical scrub sink | - Space for instrument storage |
| - Crash cart and all attached items for codes | |
| - Instrument cleaner | |

NOT INCLUDED IN BASE RATE:

Medications and consumable supplies will be paid for by Lessee to the Lessor at cost based on use, or shall be replenished by the Lessee at its own cost.

MISCELLANEOUS:

Lessee shall be permitted to construct lockable cabinets to contain its own controlled substances for storage and use, to which only the Lessee shall have access to remain in compliance with federal and state regulations (DEA).

Lessee shall be permitted to bring to and store in the premises its own specialized equipment and supplies for use on days specified in this lease. These will include the following:

- Urology Tower including camera and video systems
- Ultrasound machine
- Fluoroscopy C-ARM equipment
- External Shock Wave Lithotripsy Machine
- Cystoscopes and Ureteroscopes
- Surgical Instruments such as vasectomy instruments
- Urology Cart containing Urological Consumable material such as foley catheters, wires and ureteral stents.

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