

LEASE

**MARKET & NOE CENTER,
as Landlord**

and

**DIGNITY-GOHEALTH URGENT CARE
MANAGEMENT, LLC,
as Tenant**

at

2288 Market Street

San Francisco, CA

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made as of this 14th day of April, 2016 between **MARKET & NOE CENTER**, a California Limited Partnership, whose address is 36 Orange Avenue, Larkspur, CA 94939 (hereinafter referred to as "**Landlord**") and **DIGNITY-GOHEALTH URGENT CARE MANAGEMENT, LLC**, a Delaware limited liability company, d/b/a Dignity GoHealth Urgent Care, whose address is c/o Access Clinical Partners, LLC, 5555 Glenridge Connector, Suite 700, Atlanta, GA 30342, Attn: General Counsel (hereinafter referred to as "**Tenant**").

WITNESSETH

THAT in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Landlord and Tenant as follows:

A. BASIC LEASE PROVISIONS AND DEFINITIONS

The following constitute the basic provisions of this Lease ("**Basic Lease Provisions**"):

1. Premises ("**Premises**"). Landlord hereby leases to Tenant that certain space within the ground floor of the Building (as defined in Section A.1.b. below), described as follows:

a. Premises Address: 2288 Market Street
San Francisco, CA 94114

Square Footage ("**Premises GLA**"): Approximately 2,181 square feet

- b. Building: Tenant's Proportionate Share ("**Tenant's Proportionate Share**"): 9.77% of Common Area Maintenance Charges, Property and Liability Insurance and Real Estate Taxes (as such terms are defined hereinbelow).

Tenant's Proportionate Share shall be equal to a fraction, the numerator of which shall be the Premises GLA (2,181 square feet), as measured as provided below, and the denominator of which shall be, on the date any particular computation is made by Landlord, the total number of square feet of gross leasable area in the Building whether or not actually rented or open for business (22,330 square feet as of the Effective Date, defined below) measured in the same manner as the Premises GLA ("**Building GLA**").

The Premises GLA has been determined by Brick Architectural Firm on February 11, 2014 and shall not be remeasured.

The term "Landlord's Parcel", as used in this Lease, shall be deemed to mean that certain real property and the improvements (including, without limitation, the Building and Premises) located thereon owned by Landlord (the "**Landlord's Parcel**").

"**Building**" shall mean that certain multi-tenant retail building within which the Premises is located, and located at 2276 - 2288 Market Street San Francisco, CA 94114, as depicted on **Exhibit A**.

2. Use. The Premises shall be used for the operation of a walk-in medical and urgent care clinic and administrative use associated therewith (the "**Permitted Use**"). Landlord warrants that as of the Effective Date hereof, there are no existing tenant exclusives or recorded or unrecorded restrictions that would prohibit Tenant's Permitted Use of the Premises as stated above, other than as identified and listed on **Exhibit E** attached hereto, including without limitation the restrictions in the CVS lease for the space adjacent to the Premises (the "**CVS Lease**" and the "**CVS Exclusive**") (as set forth on **Exhibit E**). The exclusives and restrictions in place affecting the Premises, if any, are attached hereto as **Exhibit E** and defined in the Governing Documents (as defined below) ("**Existing Tenant Exclusives**"). Notwithstanding the foregoing, however, Landlord represents and warrants to Tenant that, pursuant to the letter affirmation of CVS attached hereto as **Exhibit E-1** and incorporated herein by this reference (the "**CVS Approval Letter**"), CVS has determined that it does not object to Tenant's Permitted Use, subject to the terms and conditions of the CVS Approval Letter.

3. Addresses.

a. Landlord Notices to: Market & Noe Center
c/o Kent Jeffrey
36 Orange Avenue
Larkspur, CA 94939

b. Tenant Notices to: Dignity-GoHealth Urgent Care Management, LLC
c/o Access Clinical Partners, LLC
5555 Glenridge Connector, Suite 700
Atlanta, GA 30342
Attention: General Counsel

With copy to: Dignity Health
185 Berry Street, Suite 300
San Francisco, CA 94107
Attention: General Counsel

4. Effective Date of Lease ("**Effective Date**"). The Effective Date shall be April 14, 2016.

5. Delivery of Premises; Delivery Date.
- a. **“Anticipated Delivery Date”**: One (1) day after the mutual execution and delivery of this Lease.
 - b. **“Delivery Date”**: The date that Landlord actually delivers exclusive possession of and keys to the Premises to Tenant broom clean and free from any debris.
6. Rent Commencement Date (“Rent Commencement Date”). Subject to Section E.1 of this Lease below, Tenant’s obligation to pay Base Rent and Additional Rent (as such terms are defined below) shall commence on the date that is the earlier of (a) the date that is one hundred eighty (180) days after the later of (i) the Delivery Date and (ii) Tenant’s receipt of the Tenant Required Permits and Approvals (as defined in Section D.5 below), (b) Tenant’s opening for business in the Premises to the general public, or (c) January 1, 2017 (provided the Delivery Date has occurred).
7. Lease Term.
- a. The Original Lease Term (**“Original Lease Term”**) shall commence upon the Rent Commencement Date and shall expire on the last day of the one hundred twentieth (120th) full calendar month following the Rent Commencement Date (**“Lease Expiration Date”**) (provided that if the Rent Commencement Date is not the first day of a month, then also including the period from the Rent Commencement Date to the first day of the calendar month thereafter) unless sooner terminated in accordance with the terms of this Lease.
 - b. Tenant shall have the right and option to extend the Original Lease Term for two (2) additional consecutive period(s) of five (5) years each (each referred to as a **“Renewal Term”**) in accordance with Section C.3.
 - c. The term **“Lease Term”** shall mean each of the Original Lease Term and the applicable Renewal Term, if properly exercised, individually or collectively as context requires under this Lease.
8. Base Rent (“Base Rent”).

| LEASE YEARS | PER SQ FT | MONTHLY | ANNUALLY |
|-------------|-----------|-------------|--------------|
| 1 | \$55.00 | \$9,996.25 | \$119,955.00 |
| 2 | \$56.65 | \$10,296.14 | \$123,553.65 |
| 3 | \$58.35 | \$10,605.02 | \$127,260.26 |
| 4 | \$60.10 | \$10,923.17 | \$131,078.07 |
| 5 | \$61.90 | \$11,250.87 | \$135,010.41 |

| LEASE YEARS | PER SQ FT | MONTHLY | ANNUALLY |
|-------------|-----------|-------------|--------------|
| 6 | \$63.76 | \$11,588.39 | \$139,060.72 |
| 7 | \$65.67 | \$11,936.05 | \$143,232.54 |
| 8 | \$67.64 | \$12,294.13 | \$147,529.52 |
| 9 | \$69.67 | \$12,662.95 | \$151,955.41 |
| 10 | \$71.76 | \$13,042.84 | \$156,514.07 |

Base Rent during each Renewal Term, if exercised by Tenant, shall be determined in accordance with the provisions of Section C.3 of this Lease below.

The term "**Lease Year**" shall mean, in the case of the first Lease Year, that period consisting of at least twelve (12) complete calendar months and extending from the Rent Commencement Date to the last day of the twelfth (12th) calendar month thereafter or, if the Rent Commencement Date is not the first day of a calendar month, then that period consisting from the Rent Commencement Date until the expiration of the twelfth (12th) calendar month from the first calendar month occurring immediately after the Rent Commencement Date. The expression "**full Lease Year**" refers to a Lease Year of twelve (12) complete calendar months, other than the first Lease Year, which may be more than twelve (12) complete calendar months. The expression "**partial Lease Year**" refers to any portion of a Lease Year within the Lease Term that is less than twelve (12) complete calendar months.

9. Additional Rent. Any amounts, charges or fees, other than Base Rent, to be paid, or which become payable, by Tenant to Landlord pursuant to the provisions of this Lease, including, without limitation, Operating Charges (as defined in Section A.10, the Common Area Maintenance Charge (as defined in Section G.2), Real Estate Taxes (as defined in Section F.1), and Property and Liability Insurance (as defined in Sections L.4.a and L.4.b below), whether such payments are to be periodic and recurring or not, shall be deemed to be "**Additional Rent**" and otherwise subject to all provisions of this Lease as to the default in the payment of Base Rent. Additional Rent shall commence on the Rent Commencement Date. As used herein, the term "**rent**" shall mean and refer to the payments of Base Rent and Additional Rent as due from Tenant to Landlord under the terms and conditions of this Lease.

10. Operating Charges. The Common Area Maintenance Charge, Real Estate Taxes, and Property and Liability Insurance are collectively referred to herein as the "**Operating Charges**". Tenant's Proportionate Share of the Operating Charges shall be paid as follows:

- a. Common Area Maintenance. Tenant shall pay Tenant's Proportionate Share of the actual Common Area Maintenance Charge in accordance with Section G.4 of this Lease.
 - b. Real Estate Taxes. Tenant shall pay Tenant's Proportionate Share of actual Real Estate Taxes (as defined in Section F.1 below) in accordance with Sections F.1 and F.2 of this Lease.
 - c. "Tax Year" shall mean the applicable period for Taxes.
 - d. Insurance. Tenant shall pay Tenant's Proportionate Share of actual Property and Liability Insurance premiums as part of the Common Area Maintenance Charge or in accordance with Section L.4.c. (as applicable).
 - e. Adjustment. Notwithstanding anything to the contrary in this Lease, in the event there are any additional sums due from Tenant to Landlord resulting from an error in calculation of any Additional Rent payable by Tenant under this Lease ("**Adjustment**"), Landlord shall notify Tenant of any such Adjustment within eighteen (18) months after the end of the period used by Landlord in estimating Landlord's cost to which such Adjustment is applicable. If Landlord fails to notify Tenant of any such Adjustment within such eighteen (18) month period, Landlord's claim to such Adjustment shall be deemed waived.
11. Tenant Permits Contribution. As a material inducement for Tenant to enter into this Lease, Landlord hereby agrees to reimburse Tenant the sum of **Two Thousand Eight Hundred And No/100 Dollars (\$2,800.00)** for Tenant's costs and expenses incurred in obtaining the Tenant Required Permits and Approvals, upon the Effective Date (the "**Landlord's Cash Contribution**"). If payment is not made by Landlord within ten (10) business days following Tenant's written notice to Landlord that the same is unpaid and past due, then Tenant will have the right to collect any or all of Landlord's Cash Contribution by taking a credit against Base Rent due commencing on the first installment of rent.
 12. Exclusive Use. As further provided pursuant to Section I.4 of this Lease below, Tenant shall have the exclusive right to operate an urgent care center, "walk-in" doctor's office or similar medical facility on any property owned by Landlord, its subsidiaries and/or affiliates within a three (3) block radius of the Building, subject to any Existing Tenant Exclusives as described in **Exhibit E**, further subject to the CVS Approval Letter attached as **Exhibit E-1**.
 13. Security. \$12,177.25.

B. PREMISES AND BUILDING

1. Description. The Premises and Building, as described in Sections A.1.a and A.1.b of this Lease, are depicted on the site plan attached hereto as **Exhibit A**. Pursuant to California Civil Code Section 1938, Landlord hereby notifies Tenant that as of the date of this Lease, the Premises has undergone inspection by a “Certified Access Specialist” to determine that the Premises meets all applicable construction-related accessibility standards under California Civil Code Section 55.53.
2. Access. Tenant shall have access to the Premises and Building and shall be permitted (but not obligated) to operate its business therein seven (7) days per week, twenty-four (24) hours per day with approval of and in compliance with all applicable local and governmental codes and regulations
3. Landlord’s Alterations. Landlord covenants and agrees throughout the Lease Term not to make any permanent changes to the Building that interfere with pedestrian or vehicular access to the Premises or materially reduce the visibility of the Premises or its signage from the roadways contiguous to or which serve the Premises. Subject the foregoing and to the remainder of this Section, Landlord shall have the right to engage in construction, remodeling, or other alterations of the adjacent commercial premises in the Building that are not as a result of a casualty as provided for in Section M of this Lease (“**Landlord’s Alterations**”). In exercising its rights under this Section, Landlord shall not unreasonably interfere with Tenant’s business operations, shall provide Tenant with at least five (5) days’ advance notice (which may be given orally) of Landlord’s intent to perform the same, and shall take commercially reasonable steps to perform Landlord’s Alterations in a manner and on a schedule designed to not unreasonably interfere with Tenant’s operations in the Premises, parking rights, access to and visibility of the Premises and signage. Landlord shall repair any damage to the Premises or Building caused by Landlord or its agents, employees or contractors, subcontractors and other vendors in the course of performing Landlord’s Alterations so that the Premises and Building are in substantially the same condition as prior to such Landlord’s Alterations.
4. Parking.
 - a. Building Parking Lot Conversion. Landlord has disclosed to Tenant that the parking lot on the roof of the Building (“**Building Parking Lot**”) is required by law to be converted by Landlord to a paid public parking lot pursuant to the conditional use approval obtained by CVS for its permitted use in its respective premises in the Building (the “**CVS CUP Conversion Requirement**”). Accordingly, upon the earlier to occur of (a) a determination by Tenant, and notice to Landlord of the same, that there will be any delay at all to the processing, review or approval of any of the Tenant Required Permits and Approvals, or (b) the issuance of a notice of

violation from the applicable governmental authority with respect to any failure to comply with the CVS CUP Conversion Requirement, then, promptly following Landlord's receipt of notice from Tenant of a delay pursuant to sub-clause (a) above, or upon Landlord's receipt of notice of the occurrence of sub-clause (b) above (in either case, the "**Conversion Trigger**"), Landlord shall commence the conversion of the Building Parking Lot to a paid public parking lot (the "**Building Parking Lot Conversion**") (and in any event within no more than ten (10) days after the occurrence of the applicable Conversion Trigger) and shall proceed with diligence to complete the Building Parking Lot Conversion, which shall be completed within no more than ninety (90) additional days (the "**Anticipated Conversion Date**"). If Landlord fails to complete the Building Parking Lot Conversion on or before the Anticipated Conversion Date, then Tenant shall commence to accrue a day-for-day credit against Base Rent (to be applied against Base Rent upon the occurrence of the Rent Commencement Date) for each day after the Anticipated Conversion Date that the Building Parking Lot Conversion is not complete until the thirtieth (30th) day after the Anticipated Conversion Date (the "**Outside Conversion Date**"). If Landlord fails to complete the Building Parking Lot Conversion on or before the Outside Conversion Date, then Tenant shall commence to accrue a credit against Base Rent (to be applied against Base Rent upon the occurrence of the Rent Commencement Date) equal to two (2) days' of Base Rent for each day after the Outside Conversion Date that the Building Parking Lot Conversion is not complete until the fifteenth (15th) day after the Outside Conversion Date (the "**Final Conversion Date**"). If Landlord fails to complete the Building Parking Lot Conversion on or before the Final Conversion Date, then Tenant shall commence to accrue a credit against Base Rent (to be applied against Base Rent upon the occurrence of the Rent Commencement Date) equal to three (3) days' of Base Rent for each day after the Final Conversion Date that the Building Parking Lot Conversion is not complete until the thirtieth (30th) day after the Final Conversion Date (the "**Conversion Option Date**"). If Landlord fails to complete the Building Parking Lot Conversion on or before the Conversion Option Date, then Tenant shall have the right, in its sole discretion, but not the obligation, to either (a) complete the Building Parking Lot Conversion, at Landlord's expense, or (b) terminate this Lease, each upon written notice to Landlord (so long as the Building Parking Lot Conversion remains incomplete). If Tenant elects to complete the Building Parking Lot Conversion, Tenant may offset all hard and soft costs incurred for such Building Parking Lot Conversion against all Rent due and owing hereunder (to be applied upon the occurrence of the Rent Commencement Date) until fully reimbursed therefor, and if Tenant elects to terminate this Lease, then neither party shall have any further liability under this Lease as if this Lease had expired at the end of the Lease Term, except those provisions which are

stated to continue, including, without limitation, Landlord's obligation to refund to Tenant the Security and any amounts prepaid by Tenant to Landlord hereunder. The Rent credits provided for hereinabove are hereby acknowledged and agreed by Landlord and Tenant to be liquidated damages to compensate Tenant for the estimated costs, expenses and damages that Tenant will incur as a result of the delay caused to Tenant's permit process and to Tenant's opening as a result of a failure by Landlord to timely complete the Building Parking Lot Conversion. From and after the occurrence of the Building Parking Lot Conversion, Tenant shall relinquish its right to Tenant's Parking (as such term is defined below).

- b. Building Parking. Until the Building Parking Lot Conversion (and unless the Building Parking Lot Conversion occurs), Landlord shall, subject to the CVS CUP Conversion Requirement and the existing rights of other tenants in the Building (as of the Effective Date) to reserved parking in the Building Parking Lot, provide Tenant, throughout the Lease Term, with two (2) reserved parking spaces as designated by Landlord, and shown on **Exhibit A-2** (the "**Parking Plan**") attached hereto, for the exclusive use of Tenant, its employees, customers, licensees and invitees, accessible from 8am to 9pm seven (7) days per week ("**Tenant's Parking**").

C. LEASE TERM

1. Lease Term. The Lease Term shall be for the period set forth in Section A.7, as the same may be extended pursuant to Section C.3 below.
2. Commencement Certificate. Upon Tenant's receipt of the Tenant Required Permits and Approvals, Landlord will prepare and circulate a written instrument in the form attached hereto as **Exhibit B** to be signed by all parties stipulating the Rent Commencement Date, the Lease Expiration Date, and any other critical dates as provided in this Lease ("**Commencement Certificate**").
3. Option to Renew. Provided Tenant is not in default beyond any applicable cure period under any of the terms and provisions herein contained at the time of Tenant's exercise of the applicable Renewal Term or at the commencement of the Renewal Term, Landlord hereby grants to Tenant the option to renew this Lease for the periods stipulated in Section A.7.b. The first Renewal Term and each succeeding Renewal Term, if exercised, shall be based upon all the terms and conditions contained in this Lease except for payment of Base Rent which, shall be increased pursuant to this Section C.3 below. Notice of election by Tenant to exercise each option shall be given to Landlord in writing at least one hundred eighty (180) days prior to the expiration of the applicable Lease Term, time being of the essence for the giving of such notice by Tenant. In the event no such timely notice is given by Tenant, the option granted hereunder shall expire and may no longer be exercised by Tenant and this Lease shall end and expire as of

the last day of the then Lease Term unless sooner terminated in accordance with its terms.

During each Renewal Term (if exercised), Base Rent for the Premises for the first Lease Year of such Renewal Term shall be the greater of (i) ninety-five percent (95%) of Fair Market Rent (as defined below), or (ii) one hundred three percent (103%) of the Base Rent rate payable by Tenant under this Lease in the last month of the Lease Term immediately preceding the applicable Renewal Term. The annual Base Rent during each subsequent Lease Year during the applicable Renewal Term shall be an amount which is equal to one hundred three percent (103%) of the annual Base Rent during the immediately prior Lease Year. "**Fair Market Rent**" shall mean the fair market rent for the Premises for the first Lease Year of each respective, applicable Renewal Term, as determined within no more than one hundred eighty (180) days prior to the date on which Base Rent will be adjusted, and based upon the rents generally in effect for comparable multi-tenant retail building medical use space in the market area where the Building is situated.

Notwithstanding anything to the contrary contained in this Lease, upon written request by Tenant, Landlord shall be obligated to enter into good faith negotiations with Tenant concerning the Fair Market Rent of the Premises for up to sixty (60) days following Tenant's delivery of notice of its exercise of the applicable Renewal Term. If Landlord and Tenant cannot agree upon the Fair Market Rent within sixty (60) days after Landlord's receipt of the renewal notice, then Landlord and Tenant shall agree within thirty (30) days thereafter on one commercial real estate broker having a sales license (a "**licensed broker**") who will determine the Fair Market Rent. If Landlord and Tenant cannot mutually agree upon a licensed broker within said thirty (30)-day period, then one licensed broker shall be appointed by Tenant and one licensed broker shall be appointed by Landlord within twenty (20) days of notice by one party to the other of such disagreement. The two licensed brokers shall determine the Fair Market Rent within thirty (30) days of their appointment; provided, however, if either party fails to appoint a licensed broker within such twenty (20)-day period, then the determination of the licensed broker first appointed shall be used. The licensed brokers appointed shall proceed to determine Fair Market Rent within thirty (30) days following such appointment ("**Broker Determination**"). If said brokers should fail to agree, but the difference in their conclusions as to Fair Market Rent is ten percent (10%) or less of the lower of the two Broker Determinations, the Fair Market Rent shall be deemed the average of the two. If the two appointed brokers should fail to agree on the Fair Market Rent, and the difference between the two Broker Determinations exceeds ten percent (10%), then the two brokers thus appointed shall appoint a third licensed broker, and in case of their failure to agree on a third licensed broker within thirty (30) days after their individual determination of the Fair Market Rent, either party may apply to the then-presiding president of the local Board of Realtors for the county in which the Premises are situated, requesting said president to appoint the third licensed

broker. The third licensed broker so appointed shall promptly determine the Fair Market Rent by choosing one of the Broker Determinations (but not averaging the Broker Determinations, or making an independent determination other than one of the Broker Determinations), which shall be the Fair Market Rent for the applicable Renewal Term. The fees and expenses of said third licensed broker or the one licensed broker Landlord and Tenant agree upon, shall be borne equally by Landlord and Tenant. Landlord and Tenant shall pay the fees and expenses of their respective licensed broker if the parties fail to agree on a single licensed broker. All licensed brokers appointed or selected pursuant to this subsection shall have at least twenty (20) years' experience leasing commercial properties in the vicinity of the Premises area and shall not have previously acted in any capacity for either Landlord or Tenant and shall be unaffiliated in any way with either Landlord or Tenant. The determination of Fair Market Rent pursuant to this Section C.3 above shall be final, conclusive and binding upon both parties.

4. Right of First Offer. Landlord shall, prior to offering any contiguous vacant space to the Premises that is located in the Building (the "**Offer Space**") to any other party, first offer to lease to Tenant any such contiguous space. Such offer shall (a) be in writing, and (b) specify the lease terms for the space, including the Fair Market Rent (as defined in Section C.3 above, but applicable to the Offer Space) to be paid for the space and the date on which the space shall be included in the Premises and other market terms (the "**Offer Notice**").
 - a. Within ten (10) days after Tenant's receipt of the Offer Notice, Tenant shall notify Landlord in writing ("**Tenant's Election Notice**") whether (i) Tenant elects to lease the entire Offer Space on the terms set forth in the Offer Notice and Tenant's Election Notice shall include Tenant's proposed alternative Fair Market Rate for the Offer Space (or Tenant shall be deemed to accept Landlord's determination of the Fair Market Rent contained in the Offer Notice), or (ii) that Tenant declines such offer (unless Tenant indicates in Tenant's Election Notice that Tenant will not decline if Landlord accepts Tenant's proposed alternative Fair Market Rent for the Offer Space). If Tenant timely elects to lease the Offer Space and Tenant has proposed an alternative Fair Market Rent for the Offer Space in Tenant's Election Notice, then Landlord shall respond within five (5) days after delivery of Tenant's Election Notice with the final determination of the Fair Market Rent for the Offer Space. If Tenant timely elects to lease the Offer Space, then the Offer Space shall be incorporated into this Lease by amendment to this Lease, effective as of the date the Offer Space is to be included in the Premises, on the terms set forth in the Offer Notice (as the same may have been modified as to the Fair Market Rent as provided above) and, to the extent not inconsistent with the Offer Notice terms, the terms of this Lease. If Tenant elects to lease the Offer Space, but does not execute an amendment incorporating the Offer Space into this Lease on the agreed upon terms within ten (10)

business days of delivery of such amendment, then the Offer Space shall be deemed incorporated into this Lease on the terms set forth in the Offer Notice (as the same may have been modified as to the Fair Market Rent) and, subsequently, within a reasonable period, Landlord and Tenant shall enter into an amendment expressly incorporating the Offer Space into this Lease on the agreed terms. In addition, notwithstanding anything to the contrary contained herein, if the term for the Offer Space does not expire on the same day as the Expiration Date of this Lease, the Lease Term hereunder shall be extended (if less than five (5) years remain or if Tenant has previously exercised the final Renewal Term) so that it expires coterminously with the Offer Space and the minimum term is five (5) years for the Offer Space and the original Premises.

- b. If Tenant declines the Offer Space or fails or is unable to timely exercise its right, then such right shall lapse, time being of the essence with respect to the exercise thereof, and Landlord may lease all or a portion of the Offer Space to third parties on such terms as Landlord may elect. In addition, if Tenant elects to lease the Offer Space, but does not execute an amendment incorporating the Offer Space into this Lease on the agreed upon terms within ten (10) business days of delivery of such amendment, then the Offer Space shall be deemed to have been included in the Lease on the terms of the Offer Notice (as the same may have been modified as to the Fair Market Rent as provided above) and, subsequently, Landlord and Tenant shall enter into an amendment expressly incorporating the Offer Space into this Lease on the agreed terms. Tenant may not exercise its rights under this Section C.4 if an Event of Default (as defined below) exists.
- c. Tenant's rights under this Section C.4 shall terminate if (i) this Lease or Tenant's right to possession of any of the Premises is terminated, or (ii) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises, other than to a Permitted Transferee (as defined below).

D. CONSTRUCTION

1. Delivery.

- a. The Anticipated Delivery Date of the Premises from Landlord to Tenant shall be as set forth in Section A.5.a.
- b. Intentionally Omitted.
- c. Provided that this Lease has been fully executed by all parties and Tenant has delivered all prepaid rental, the Security (if any) and insurance certificates required hereunder, as of the Delivery Date, Tenant and its employees, agents, contractors and subcontractors may enter and access

the Premises and Building (“**Early Access**”) for purposes of the design and planning of Tenant’s Work, to commence Tenant’s Work and to install furniture, fixtures, equipment and cabling. Tenant’s taking possession of the Premises to design, plan or commence the Tenant’s Work shall not be deemed to mean that the Rent Commencement Date has occurred or that Tenant has opened for business. During such period of Early Access, Tenant shall have no obligation to pay Base Rent, Additional Rent or other expenses under this Lease.

- d. Upon the occurrence of the Delivery Date, Tenant shall be entitled to receive all utilities, heating, ventilation and air conditioning service and other services delivered to the Building, except that Tenant shall not be responsible to make any payments of Base Rent or Tenant’s Proportionate Share of Operating Charges until the Rent Commencement Date.
- e. If Landlord fails to deliver the Premises to Tenant on or before October 1, 2016 (the “**Outside Delivery Date**”), then Tenant shall have the right in Tenant’s sole discretion, to cancel this Lease, with no further obligation hereunder by giving Landlord ten (10) days’ prior written notice. In such event, this Lease shall be deemed null and void and of no further force and effect and Landlord shall promptly refund any prepaid rent previously advanced by Tenant under this Lease and the parties hereto shall have no further responsibilities or obligations to each other with respect to this Lease.

2. Signage.

- a. Sign Package. Subject to the approval or consent of any required governmental or quasi-governmental authority having jurisdiction over the Premises (collectively, “**Governmental Authorities**”) and Applicable Laws (hereinafter defined in Section D.3), Tenant shall have the right, at its sole expense, to install its standard logo signs on the following exterior sides of the Building: the front façade of the Building as well as on each additional exterior side, subject to Landlord’s prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Subject to the approval or consent of any required Governmental Authorities and Applicable Laws, Tenant also shall have the right, at its expense, to erect, maintain, place and install signs on the windows and in the interior of the Premises in compliance with Applicable Laws. Exterior signs are to be provided by Tenant, individually lit, of the largest size channel letters permitted by Applicable Laws and are to be located on the storefront in the area designated by Landlord. Landlord shall cooperate in good faith with Tenant in applying for approval by the relevant Governmental Authorities for all signs required by Tenant at no out-of-pocket cost or expense to Landlord. Subject to the consent or approval of the relevant Governmental Authorities, Tenant will have the right to place

temporary signage, including banners, flags and other signage attached to the Building, through the thirtieth (30th) day following the opening of the Premises for business, advertising the opening of the new store, including a "Coming Soon" sign, on or near the Premises at least sixty (60) days prior to Tenant's grand opening. Tenant agrees not to display any other temporary advertising media such as searchlights or sound.

- b. Maintenance and Removal. Tenant agrees to maintain its signs in good condition and repair and save Landlord harmless from any loss, cost, or damage resulting from the signs' condition and shall repair any damage which may have been caused by the erection, existence, maintenance, or removal of such signs. Upon vacating the Premises, Tenant agrees to immediately remove all signs and repair all damage caused by such removal.

3. Code Compliance.

- a. Tenant shall act promptly, at Tenant's sole cost and expense, to bring the Premises into compliance with all applicable laws, codes, rules, and regulations (including, without limitation, the Americans With Disabilities Act "ADA") of the relevant Governmental Authority having jurisdiction with respect to the condition of the same (collectively, "**Applicable Laws**") to the extent such compliance arises from Tenant's particular medical use of the Premises (i.e., not general retail use) or from Tenant's alterations or improvements to the Premises. In the event it is determined at any time during the Lease Term that the Premises or Building are not in compliance with Applicable Laws not directly related to Tenant's Permitted Use or Tenant's alterations or improvements, Landlord shall act promptly to bring the Premises and/or Building into compliance with such Applicable Laws, to the extent the same affects Tenant's ability to maintain Tenant's required permits and approvals and/or Certificate of Occupancy (as applicable). Landlord shall act promptly to bring the foundation, roof, floor slab, and structural portions of the outer walls of the Building into compliance with such Applicable Laws at Landlord's sole cost and expense, except as may be permitted pursuant to Section G.2. below, and in accordance with Section K.1 of this Lease. Nothing contained herein shall negate Landlord's or Tenant's right to challenge any such requirements in administrative and/or judicial proceedings.
- b. In the event Landlord does not act to bring the Building or the Premises into compliance with Applicable Laws to the extent Landlord is required to do so in accordance with the terms of this Lease, and as a result Tenant's ability to operate in the Premises is impaired, then if non-compliance continues for thirty (30) days after written notice to Landlord, Tenant, at Tenant's option, may perform the non-structural work necessary and Landlord agrees to reimburse Tenant for all amounts

expended in connection herewith within thirty (30) days after receipt of Tenant's invoice specifying the work performed and the reasonable costs. If payment is not made by Landlord within thirty (30) days as set forth in this Section D.3, Landlord shall be in default hereunder, such unpaid amounts from Landlord shall commence to accrue interest at the rate of five percent (5%) per annum and Tenant shall be entitled to all remedies hereunder and at law and in equity.

4. Tenant's Work. Tenant shall deliver to Landlord its floor plan and scope of work for Tenant's initial improvements ("**Tenant's Work**") to the Premises ("**Tenant's Plans**") with due diligence following the mutual execution and delivery of this Lease. Landlord shall have ten (10) business days from its receipt of Tenant's Plans to approve or disapprove the same, in writing, which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to disapprove Tenant's Plans (with a clear statement of all reasons for such disapproval) within such ten (10) business day period, Tenant's Plans shall be deemed approved. If Landlord provides timely notice of disapproval, Tenant shall re-submit its revised Tenant's Plans within ten (10) business days thereafter; and the process shall be repeated until Tenant's Plans have been approved or deemed approved by Landlord. Tenant's Plans shall comply with all Applicable Laws. Tenant's Work shall be done in substantial compliance with the Tenant's Plans and Applicable Laws. Tenant shall use its diligent, commercially reasonable efforts to commence Tenant's Work promptly upon Tenant's receipt of the building permits and other approvals required by the applicable Governmental Authorities for the performance of Tenant's Work to the Premises and, once Tenant has commenced Tenant's Work, Tenant shall diligently and expeditiously (subject to "**Force Majeure**", as defined in Section W.9 below) perform Tenant's Work in a good and workmanlike manner with licensed and insured contractors.
5. Permits Contingency. Tenant shall apply for, within thirty (30) days of the Effective Date, and diligently pursue and use its commercially reasonable efforts to obtain all applicable governmental approvals and/or permits for the Tenant's Work and all applicable governmental approvals, permits and/or variances for the Permitted Use in the Premises (collectively, the "**Tenant Required Permits and Approvals**") in a timely manner at Tenant's sole cost and expense. If the applicable governmental authority refuses to issue the applicable Tenant Required Permit or Approval for any reason beyond Tenant's reasonable control, then on or before June 1, 2017 ("**Tenant Contingency Date**"), Tenant shall be entitled to terminate this Lease upon written notice from Tenant to Landlord with no further liability from and after said termination date as if this Lease had expired at the end of the Lease Term, provided that if such failure to receive the applicable Tenant Required Permit or Approval by the Tenant Contingency Date was caused by Landlord's bad faith, breach of this Lease, delay or failure to cooperate with Tenant in connection with the permit process, approval of Tenant's Plans or the Building Parking Lot Conversion, or Landlord's failure to perform the Building

Parking Lot Conversion when required hereunder, then, at Tenant's election, the Tenant Contingency Date shall be extended on a day for day basis for the delay caused by Landlord and Tenant shall also have available to it all rights and remedies under this Lease and at law and in equity.

6. Time is of the Essence. **TIME IS OF THE ESSENCE WITH REGARD TO ALL PROVISIONS OF THIS LEASE.**

E. RENT

1. Base Rent and Additional Rent. As of the Rent Commencement Date, Tenant agrees to pay to Landlord (a) at the address noted in Section A.3, or at such place as Landlord may from time to time designate in writing, or (b) at Tenant's election, by Automated Clearing House ("ACH"), in either case without notice or demand and without abatement, deduction or setoff (except as otherwise expressly provided herein), in lawful money of the United States of America, Base Rent and Additional Rent for the Premises, as set forth in Sections A.8 and A.9, in advance on the first day of each calendar month. The amounts to be paid by Tenant for Base Rent and Additional Rent shall be pro-rated on a per diem basis for any partial month in the Original Lease Term or any Renewal Term if applicable. Upon Tenant's request, Landlord agrees to furnish Tenant all information necessary to allow Tenant to make payments by ACH.
2. Late Charge. Any rent or other charges to be paid hereunder by Tenant which shall not be paid within ten (10) days of when due shall bear interest at six percent (6%) from the date when the same is due and payable under the terms of this Lease until the same shall be paid (the "**Default Rate**"), provided that notwithstanding the foregoing, with respect to the first late payment of rent in any twelve (12) month period Tenant shall not be obligated to pay any such interest as set forth herein unless Tenant fails to pay the rent amount due within three (3) days following written notice from Landlord that the same is due and payable. In addition, if any installment of rent or any other sum payable by Tenant hereunder is not received by Landlord when due, and all cure periods have expired, then Tenant shall incur a late charge, as Additional Rent, in an amount equal to five percent (5%) of such delinquent amount ("**Late Charge**").

F. TAXES

1. Real Estate Taxes and Assessments. Commencing as of the Rent Commencement Date, Tenant agrees to pay, with respect to the applicable Tax Year or portion thereof included within the Lease Term, Tenant's Proportionate Share of all real estate taxes and assessments, together with any and all reasonable expenses incurred by Landlord in negotiating, appealing, or contesting such taxes and assessments, both general and special, levied and assessed against the land, buildings, and all other improvements which may be added thereto, or constructed within the Landlord's Parcel ("**Real Estate Taxes**"). Real Estate Taxes will

include all discounts but exclude (a) all excess profits taxes, gross receipts taxes, inheritance, succession and estate taxes, gift and transfer taxes, capital stock taxes, federal and state income taxes, other taxes to the extent applicable to Landlord's general or net income, franchise taxes, business taxes and assessments (other than sales and use taxes, or other similar taxes imposed on rents but not all of Landlord's other income), special taxes or assessments initiated as a means of financing improvements to the Building, and the cost, including professional fees, of preparing statements thereof and returns therefor, (b) any items included as Common Area Maintenance Charge, (c) any items separately paid by Tenant under this Lease, and (d) costs penalties, fines, interest or charges due for late payment of Real Estate Taxes by Landlord. Tenant's Proportionate Share shall be as defined in Section A.1.b. If Real Estate Taxes for any Tax Year are decreased as a result of any proceeding or protest filed by Landlord, Tenant shall receive Tenant's Proportionate Share of such refund.

2. Procedure for Payment; Reconciliation. Commencing as of the Rent Commencement Date, Tenant shall pay to Landlord, monthly in advance during the Lease Term, an amount equal to one-twelfth (1/12th) of Tenant's Proportionate Share of the Real Estate Taxes applicable to the current applicable Tax Year, as reasonably estimated by Landlord. Within sixty (60) days after Landlord's receipt of the applicable tax bill for each Tax Year during the Lease Term commencing with the Tax Year in which the Rent Commencement Date occurs, Landlord shall provide Tenant a statement reflecting if Tenant is due a credit or if Tenant owes Landlord additional amounts as provided herein. If the amount of Tenant's Proportionate Share of the Real Estate Taxes due with respect to any Tax Year is determined to be less than the total amount paid by Tenant for such period, the extra amount paid by Tenant shall be credited against Tenant's next installment of rent, or if the Lease Term has expired, Landlord shall pay the difference to Tenant concurrently with the delivery of Landlord's statement to Tenant. If the actual amount of Tenant's Proportionate Share of the Real Estate Taxes due for any Tax Year is determined to exceed the total amount paid by Tenant for such period, Tenant shall, within thirty (30) days of receipt of a copy of the actual, applicable tax bill from Landlord, pay the difference between the amount paid by Tenant and Tenant's Proportionate Share of the actual Real Estate Taxes. This Section F.2 shall survive the termination or expiration of the Lease Term.
3. Municipal, County, State, or Federal Taxes. Tenant shall pay, before delinquent, all municipal, county, state, or federal taxes assessed against Tenant's fixtures, furnishings, equipment, stock-in-trade, or other personal property owned by Tenant in the Premises.
4. Other Taxes. Should any governmental taxing authority levy, assess, or impose any tax, excise, or assessment (other than income, inheritance, gift, or franchise tax) upon or against the rentals payable by Tenant to Landlord, by way of substitution for or in addition to any existing tax on land and buildings, Tenant

shall be responsible for and shall pay any such tax, excise, or assessment, or shall reimburse Landlord for the amount thereof, as the case may be.

G. COMMON AREAS

1. Common Areas. Subject to the terms and conditions of the Governing Documents (if any), Landlord grants to Tenant and Tenant's agents, employees, licensees, invitees and customers, the right to use, in common with all other occupants of the Building to which Landlord has or may hereafter grant rights to use the same, any Common Areas located within the Building or on Landlord's Parcel. The term "**Common Areas**," as used in this Lease, shall mean all parking areas, access roads and roadways, driveways, pedestrian sidewalks, loading and/or delivery areas, landscaped areas, retaining walls, stairways, fire corridors, meeting areas, lighting facilities, fire sprinkler systems, monitoring systems, sanitation systems and all other similar areas or improvements which may be provided by Landlord as part of the Building or Landlord's Parcel for the common use of the tenants or occupants thereof. Landlord hereby reserves the following rights with respect to the Common Areas:
 - a. Rules and Regulations. To establish reasonable rules and regulations for the use thereof which shall be uniformly enforced;
 - b. Use. To use, or to permit or prohibit occupants of the Building to use, the Common Areas for promotional activities, provided, however, in no event shall any such promotional activities unreasonably interfere with Tenant's parking (if any) or customer access or require that any portion of the Common Areas which would affect Tenant's business operations be closed;
 - c. Closings. To close all or any portion thereof as may be deemed necessary by Landlord's counsel to prevent a dedication thereof or the accrual of any rights to any person or the public therein; and
 - d. Maintenance. Landlord shall operate, equip, light, repair and maintain said Common Areas for their intended purposes in an efficient and economical manner consistent with the operation of a first-class retail property and in a clean and safe condition. Landlord shall provide lighting to the Common Areas in the evening hours.
2. Common Area Maintenance Charge. Tenant shall pay to Landlord as a "**Common Area Maintenance Charge**" Tenant's Proportionate Share as defined in Section A.1.b. of all costs and expenses paid or incurred by Landlord in operating, maintaining, and repairing the Common Areas. Such costs and expenses may include but not be limited to (unless any such item is provided by Tenant): cleaning, lighting, repairing and maintaining all Common Area improvements, sprinkler equipment, driveways, sidewalks, curbs, fences,

directional and other Building signage (other than signs to be maintained by individual tenants or individual owners), sewer and water supply lines and related facilities, the central closed-loop HVAC system located on the roof of the Building that serves all the tenants and occupants of the Building (provided that any major capital repairs or replacements of the same by Landlord shall be amortized over their useful life and only the amortized portion thereof included in the Common Area Maintenance Charge), pest control, parking lot striping and resurfacing, painting of Common Areas and exterior walls, landscaping, providing security, personal property taxes, fire protection and fire hydrant charges, water and sewer charges, and an administrative or management fee (which includes any and all charges for management of the Building and/or Landlord's Parcel (including charges or fees paid to any third party management company) not to exceed four percent (4%) of Base Rent (the "**Administrative or Management Fee**").

3. Common Area Maintenance Charge Exclusions. Notwithstanding the foregoing, in no event will the Common Area Maintenance Charge include any of the following:

(a) any principal and/or interest payments on any financing for the Building and/or Landlord's Parcel or any portion thereof or rental under any ground lease; (b) costs or expenses to comply with Landlord's obligations set forth in clauses A through C of Section K.1 below, the costs of correcting defects in the design or construction of the Building, or repair or replacement of any original materials or equipment required due to such defects, and any depreciation on improvements or equipment; (c) reserves for anticipated future expenses; (d) legal fees, leasing commissions, advertising expenses and other costs incurred in connection with development, leasing or operation of the Building and/or Landlord's Parcel, or in connection with lease or other negotiations or disputes with tenants, occupants or prospective tenants or occupants and/or any plan check fees and expenses incurred in build out, renovation, improvement, painting or redecoration of any portion of the Building or other building on the Landlord's Parcel which is leased to a tenant or occupant or in preparation for the occupancy thereof by a tenant or occupant; (e) repairs or other work occasioned by fire or insurable risk or eminent domain or costs incurred by Landlord as a result of any claim covered by insurance Landlord is required to maintain under this Lease to the extent of the insurance proceeds actually received by Landlord; (f) any bad debt loss, rent loss or reserves for bad debts or rent loss; (g) any and all costs associated with the operation of the business of the entity which constitutes Landlord (e.g., formation of the entity, internal accounting and legal matters, costs of selling, financing, mortgaging or hypothecating any of Landlord's interest in the Building or Landlord's Parcel) and general overhead; (h) salaries, benefits and bonuses (and any other wage and labor costs) of staff, management, officers and executives of Landlord above the level of property manager and to the extent not applicable to work performed at or for the Building or Landlord's Parcel; (i) costs, fines, or fees

incurred by Landlord due to late payments (unless caused by Tenant) or violations of any law or any governmental rule, regulation, judgment or decree by Landlord; (j) any costs or expenses associated with the removal, cleanup or remediation of any Hazardous Materials (as defined in Section V.1 below) from the Building or Landlord's Parcel, and any restoration in connection therewith, if such Hazardous Materials are determined to have been existing prior to the Delivery Date (or relate to conditions existing prior to the Delivery Date and are not exacerbated by Tenant) or costs of compliance with any Applicable Laws relating to such pre-existing Hazardous Materials; (k) any costs to comply with Applicable Laws in effect and as interpreted by the governmental authorities as of the Delivery Date; (l) any costs representing an amount paid to a person, firm, corporation or other entity related to Landlord which is in excess of the amount which would have been paid in the absence of such relationship; (m) any costs, directly or indirectly, for repairs or improvements made to or assets acquired for the Building or Premises (as applicable), which are deemed to be capital expenditures (i.e., expenditures which, in accordance with federal tax regulations, are not fully chargeable to current account in the year the expenditures are incurred), except to the extent the same are reasonably necessary for the safety and security of the Building or Premises (as applicable) or the health and safety of the tenants or subtenants (and their agents, employees, licensees, invitees or contractors) therein, or are expressly required to be performed by Landlord under the terms of this Lease in order to comply with any changes in Applicable Laws or Applicable Laws passed or enacted after the Delivery Date (for purposes of clarification, the foregoing expressly excludes the CVS CUP Conversion Requirement of the Building Parking Garage) (collectively, "**Permitted Capital Expenditures**"), such costs or allocable portions thereof to be amortized on a straight-line basis, over the useful life of the item, together with interest on the unamortized balance at the publicly announced "prime rate" charged by Wells Fargo Bank, N.A. (San Francisco) or its successor at the time such improvements or capital assets are constructed or acquired, plus two (2) percentage points, or in the absence of such prime rate, then at the U.S. Treasury six (6)-month market note (or bond, if so designated) rate as published by any national financial publication selected by Landlord, plus four (4) percentage points, but in no event more than the maximum rate permitted by law), in accordance with generally accepted accounting practices consistently applied, and only such portion of the amortized costs for the applicable Lease Year shall be included in the Common Area Maintenance Charge; (n) costs of any "special form" property insurance (other than any earthquake insurance) deductibles in excess of Fifty Thousand Dollars (\$50,000) per occurrence and deductibles for earthquake insurance, if applicable, in excess of five percent (5%) per occurrence of replacement cost; provided that if Tenant's Proportionate Share of any earthquake deductible will exceed an amount equal to Two and 00/100 Dollars (\$2.00) per rentable square foot in the Premises in a particular calendar year (the "**Annual Casualty Deductible Cap**") then only an amount up to such Annual Casualty Deductible Cap may be included in Tenant's Proportionate Share of the Common Area Maintenance Charge for any calendar

year, but Tenant's Proportionate Share of excess amounts of such deductible may be carried forward, subject to the same Annual Casualty Deductible Cap limitation, for inclusion in the Common Area Maintenance Charge up to the expiration or earlier termination of the Lease Term (as the same may be extended); and/or (o) any costs or expenses incurred by Landlord to comply with the CVS CUP Conversion Requirement or to comply with any of Landlord's obligations under Section B.4 above. If Tenant terminates this Lease under Section M below as a result of a Casualty, Tenant's obligation to pay any deductible with respect to that Casualty shall not exceed Fifty Thousand Dollars (\$50,000) (if the Casualty is not the result of an earthquake) or, if applicable if there is any earthquake insurance in place, the Annual Casualty Deductible Cap (if the Casualty is the result of an earthquake). If Landlord terminates this Lease under Section M as a result of a Casualty, Tenant shall have no obligation to pay Landlord's insurance deductible with respect to that particular Casualty event; and/or, (o) any fee paid to Landlord or its affiliates or to any third party for property management services, or any fee charged to Tenant hereunder intended to reimburse or compensate Landlord, its affiliates or any third party property manager or other entity for its services, in connection with the administration and collection of the Common Area Maintenance Charge from tenants of the Building other than (or in excess of) the Administrative or Management Fee specified above.

4. Procedure for Payment. Landlord shall deliver to Tenant a yearly estimate statement which shall set forth Landlord's reasonable estimate of what Tenant's Proportionate Share of the total amount of the Common Area Maintenance Charge for the then-current 12-month period shall be. Commencing as of the Rent Commencement Date, Tenant shall pay to Landlord, monthly in advance during the Lease Term, an amount equal to one-twelfth (1/12th) of Tenant's Proportionate Share of the Common Area Maintenance Charge for the current year (or portion thereof) within the Lease Term, as reasonably estimated by Landlord. Within ninety (90) days following the end of the twelve (12) month period used by Landlord in estimating the Common Area Maintenance Charge, Landlord shall furnish to Tenant a detailed statement of the amount of Tenant's Proportionate Share of the actual Common Area Maintenance Charge for such period ("**Common Area Maintenance Statement**"). Within thirty (30) days thereafter, Tenant shall pay to Landlord or take a credit against the next rental payment, as the case may be, the difference between the estimated amounts paid by Tenant and Tenant's Proportionate Share of the actual Common Area Maintenance Charge for such period as shown by such Common Area Maintenance Statement. This Section G.4 shall survive the termination or expiration of the Lease Term.

H. UTILITIES

1. Utilities.

- a. Maintenance. Commencing on the Delivery Date, Landlord shall provide, repair and maintain all necessary pipes, mains, conduits, wires, and cables leading to the Premises and located outside of the exterior walls or beneath the floor slab of the Building for water, sewer, gas, electricity, and telephone service that are not otherwise provided and maintained by their respective service provider.
- b. Tenant's Responsibilities. As of the Delivery Date, Tenant shall have the following utilities serving the Premises (electric, gas, garbage pickup, and telephone) placed in Tenant's name and Tenant shall be responsible for the payment of such utility bills directly to the provider. Tenant shall be responsible for the removal of all waste and garbage from the Premises at its sole cost and expense and Tenant covenants and agrees that Tenant will store, remove and transport all forms of medical or so-called "red bag" waste product ("**Medical Waste**") including, but not limited to, syringes, gauze and bandages, and the like in compliance with all present and future Applicable Laws, and Tenant further covenants and agrees to indemnify and hold Landlord harmless from and against any and all claims for damages which may arise as a result of Tenant's failure to do so, including the imposition of any fines or penalties which may be levied by any such authority and any legal fees incurred by Landlord in connection therewith. All carriers of Medical Waste from the Premises shall be hired by Tenant at its sole cost, expense and risk and shall be duly licensed as required by the relevant Governmental Authorities including, but not limited to, the State of California, County of San Francisco, and the City of San Francisco, and shall carry all appropriate and required insurance with respect to the handling, transportation, and disposal in such amounts and with insurers and in such form as Landlord shall reasonably approve, and such carriers shall provide copies of such licenses and insurance policies to Landlord upon Landlord's written request.
- c. Landlord's Responsibilities. Water, gas, a central closed-loop HVAC system (the maintenance of which shall be part of CAM), and electrical utility delivery systems shall be provided to the Premises for Tenant's use by Landlord on the Delivery Date. Utility services provided to the Premises as of the Delivery Date shall also include, without limitation, sewer. Notwithstanding anything to the contrary, Tenant will not be responsible for the cost of any tax-based utility tap fees, cost of meter installation, or any other cost which may be levied by a utility other than those charges specifically related to Tenant's consumption of such utility. Such costs shall be the sole responsibility of Landlord. Water is provided to all of the Building tenants and occupants by Landlord as a common expense pursuant to Section H.1.e below and subject to Section H.1.d below.

- d. Submeters. In any instance where excessive users of a utility are on the same meter as Tenant or all tenants or occupants of the Building are on the same meter (e.g., a laundry mat, hair salon or restaurant user is on the same water meter as Tenant) and it was not possible for Landlord to install sub-meters to measure each occupant's usage, Landlord covenants to monitor water usage and to make an equitable adjustment to Tenant's share of such utility bill to account for such higher usage (i.e., Tenant shall not be required to pay more for such utility service than it would have paid had Tenant had its own separate meter [or sub-meter] and been billed directly for such service) and to charge individual users for their excess water usage. Landlord will provide utility bills or other evidence of utility charges, promptly after request of Tenant that shall evidence the rates charged by the local utility for the relevant service.
 - e. Submeters; Alternative Billing for Utilities. If any utilities are not separately metered or assessed to the Premises, then Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share of the costs for such utilities. In no event shall Tenant pay for such utility costs or charges any more than the rates Tenant would be charged if billed directly by the local utility therefor for the same services and without any surcharge or fee imposed by Landlord on the same.
 - f. Energy Star Reporting. If Tenant is billed directly by a public utility with respect to Tenant's electrical usage at the Premises, then, upon request, Tenant shall provide monthly electrical utility usage for the Premises to Landlord for the period of time requested by Landlord (in electronic or paper format) or, at Landlord's option, provide any written authorization or other documentation required for Landlord to request information regarding Tenant's electricity usage with respect to the Premises directly from the applicable utility company.
2. No Liability; Abatement. In no event shall Landlord be liable for the quality, quantity, failure or interruption of the foregoing utility services to the Premises unless caused by Landlord's gross negligence or willful misconduct. Notwithstanding the foregoing, in the event there is a disruption of any electricity service, heating and air conditioning, water and/or sewerage service to the Premises that is caused by the gross negligence or willful misconduct of Landlord or its employees, agents or contractors, has a duration of five (5) or more consecutive days, and materially interrupts the operation of Tenant's business at the Premises, then one (1) day's worth of Base Rent shall be abated each day from the third day of the interruption until such utility or service is restored. If the entire Premises has not been rendered untenable by said disruption of utility or service to the Premises, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises rendered untenable and not usable by Tenant.

I. USE OF PREMISES BY TENANT

1. Use of Premises. Tenant's use of the Premises will be for the Permitted Use as set forth in Section A.2. Except as permitted by CVS pursuant to the CVS Approval Letter, Tenant agrees that it will not sell, distribute, display or offer for sale any item or service which is in contravention of Existing Tenant Exclusives or prohibited uses, as provided in **Exhibit E**, or, in Landlord's good faith, reasonable, business judgment is inconsistent with the quality of operation of the Building and comparable retail buildings in the Castro (neighborhood of San Francisco) sub-market area of San Francisco, California ("**Comparable Buildings**"). If Tenant proposes to change the use of the Premises from the initial Permitted Use pursuant to Section A.2 of this Lease (whether or not in conjunction with a Transfer pursuant to Section N below), such change of use shall be subject to Landlord's consent, not to be unreasonably withheld, conditioned or delayed, or Landlord shall have the right, exercisable by written notice to Tenant ("**Landlord's Recapture Notice**") given within fifteen (15) days after Tenant shall have requested Landlord's consent to the proposed change in use and provided Landlord with all information reasonably requested by Landlord, to terminate this Lease (subject to Tenant's right to withdraw its request for such change in use), providing a termination date no earlier than sixty (60) days after Landlord's receipt of Tenant's notice of the proposed change in use and delivery by Tenant of all required information. Unless Tenant thereafter withdraws its request for the change in use, upon such termination date Tenant shall vacate the Premises, leaving same in the condition required by this Lease, and Landlord and Tenant shall thereupon be released from all obligations hereunder thereafter accruing (except as otherwise expressly provided herein to survive). The parties hereby agree, by way of example only and without limitation, that it shall be reasonable for Landlord to withhold consent to a change in the Permitted Use if such proposed use would (a) violate any recorded covenants, conditions, easements or restrictions in effect as of the Effective Date with respect to the Landlord's Parcel, (b) violate any applicable laws, (c) involve a non-retail use (other than a medical use similar to the Permitted Use), (d) involve any "adult" entertainment-type use, or (e) violate any then-existing leasing or use restriction or exclusive use right granted by Landlord to another tenant or occupant of the Building.
2. Operation of Business. Notwithstanding any provision in this Lease to the contrary, it is expressly acknowledged by Landlord that this Lease contains no implied or express covenant for Tenant to conduct business in the Premises, continuously or otherwise. Subject to the foregoing, Applicable Laws and Section I.3 below, when Tenant is open and operating, Tenant shall maintain commercially reasonable minimum business hours.
3. Go Dark Clause. In the event that Tenant elects to cease its business operations at the Premises, such cessation shall not be deemed to be an event of default hereunder, nor shall such cessation relieve Tenant of any of its liabilities or

obligations under and pursuant to this Lease; provided, however, Tenant shall use reasonable efforts to notify Landlord in writing (“**Tenant’s Notice**”) not fewer than fifteen (15) days prior to the date that Tenant intends to cease its business operations in the Premises (excepting temporary store closings for: (a) damage or destruction due to a casualty, eminent domain proceedings or actions, or an event of Force Majeure; (b) remodeling, alterations or restoration work from time to time (not to exceed one hundred eighty (180) days); (c) restaffing of doctors or redefining concept; (d) conforming to new Applicable Laws; (e) national holidays; or (f) in conjunction with a Transfer permitted or approved under Section N to the extent that the assignee or subtenant opens for business in the Premises within ninety (90) days after the closing of the business). Following Landlord’s receipt of Tenant’s Notice, subject to the timing limitations set forth below, Landlord thereafter shall have the option of recapturing the entire Premises by terminating this Lease. Landlord must exercise such right of termination, if at all, by providing Tenant with written notice of its election within one hundred twenty (120) days following Landlord’s receipt of Tenant’s Notice, or within one hundred eighty (180) days after the cessation of business in the Premises in the event that Tenant fails to provide Tenant’s Notice. Said notice from Landlord to Tenant shall provide for a date of termination of this Lease, which date shall be the later of (i) thirty (30) days after the date of Landlord’s notice to terminate or (ii) ninety (90) days after Tenant has ceased doing business in the Premises, unless Tenant elects to reopen for business in the Premises prior to the expiration of either such period (as applicable). Upon such termination, Tenant shall be relieved from any and all further liability or obligation to Landlord under this Lease.

4. Tenant’s Exclusive Use.

- a. So long as an urgent care center or similar medical care facility has not ceased to be operating in the Premises for a continuous period in excess of six (6) months (excepting temporary store closings for: (a) damage or destruction due to a casualty, eminent domain proceedings or actions, or an event of Force Majeure; (b) remodeling, alterations or restoration work from time to time (not to exceed one hundred eighty (180) days); (c) restaffing of doctors or redefining concept; (d) conforming to new Applicable Laws; (e) national holidays; or (f) in conjunction with a Transfer permitted or approved under Section N to the extent that the assignee or subtenant opens for business in the Premises within ninety (90) days after the closing of the business), and subject to the Existing Tenant Exclusives (which are further subject to the CVS Approval Letter), Landlord covenants and agrees throughout the Lease Term not to permit any tenant or other occupant of the Building, other than Tenant, to operate an urgent care center, “walk-in” doctor’s office or similar medical facility on any property owned by Landlord, its subsidiaries and/or affiliates within a three (3) block radius of the Building (the “**Tenant’s Exclusive**

Use"). Subject to the Existing Tenant Exclusives (which are further subject to the CVS Approval Letter), no space in or portion of any real property adjacent to or within 500 feet of the Building which is now owned or may subsequently be acquired by Landlord (or a related entity or affiliate of Landlord), shall be leased or occupied by or conveyed to any other party for a competing use in violation of the Tenant's Exclusive Use set forth in this paragraph.

- b. Subject to the Existing Tenant Exclusives (which are further subject to the CVS Approval Letter), Landlord covenants that, in any event of a violation of Landlord's covenant set forth in Section I.4.a above, by Landlord or any tenant or occupant of the Building, Landlord will promptly and as expeditiously as possible, after notice, take any and all steps necessary to terminate such violation. The parties hereby acknowledge the inadequacy of Tenant's legal remedy and the irreparable harm which would be caused to Tenant by any such violation. In the event of a violation of Tenant's Exclusive Use (subject to the Existing Tenant Exclusives [which are further subject to the CVS Approval Letter]) which continues for more than sixty (60) days after notice from Tenant thereof, Tenant may, in addition to such other remedies as may be accorded Tenant at law, in equity or under this Lease: reduce its monthly payments of Base Rent by fifty percent (50%), and Tenant shall have the right to continue such reduced monthly payments until the cessation of the violation. Any reduction in Tenant's monthly payments of Base Rent shall commence on the first day of the first calendar month following Landlord's receipt of Tenant's written notice that Tenant is availing itself of the remedy provided under this Section I.4.b. If the violation of Tenant's Exclusive Use (subject to the Existing Tenant Exclusives [which are further subject to the CVS Approval Letter]) has continued for two hundred seventy (270) days after Landlord's receipt of such written notice from Tenant, then, notwithstanding Tenant's prior election to reduce its monthly payments of Base Rent, Tenant may elect to terminate this Lease, unless Landlord has initiated and is, at that time, involved in legal proceedings to cure such violation; provided, however, if despite Landlord's active engagement in such legal proceedings, such violation remains uncured after three hundred sixty-five (365) days have passed from the date such legal proceedings commenced, Tenant shall have the right to terminate this Lease. In the event Tenant elects to terminate this Lease as above provided, Landlord shall pay to Tenant, upon such termination, an amount equal to the unamortized portion (as of the date of such termination) of the costs and expenses incurred by Tenant in connection with Tenant's Work.

J. LANDLORD ACCESS

Tenant agrees to permit Landlord access to the Premises at all reasonable times after notice to Tenant (except in the event of an emergency when only prior notice reasonable under the circumstances shall be required) for the purpose of examining the same or making alterations or repairs to the Premises that Landlord may deem necessary for the safety or preservation thereof. Tenant agrees to permit Landlord or its agents, upon prior written notice, to show the Premises to potential tenants during the last two hundred seventy (270) days of the Lease Term and to show the Premises to mortgagees, prospective mortgagees or prospective purchasers at any reasonable time during the Lease Term. Landlord shall have the exclusive right to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other premises within the Building, the same to be in locations within the Premises as will not deny Tenant's use thereof. In exercising any of Landlord's rights under this Section to enter to repair or maintain the Premises, Landlord shall not unreasonably interfere with Tenant's business operations, shall provide Tenant with a minimum of five (5) days' advance written notice of Landlord's intent to perform the same, and shall take commercially reasonable steps to perform such work in a manner and on a schedule so as to minimize adverse effect (under the circumstances) on Tenant's operations in the Premises for the Permitted Use. Landlord shall repair any damage to the Premises caused by Landlord or its agents, employees, contractors, subcontractors and other vendors in the course of performing any such work so that the same are in substantially the same condition as prior to Landlord's work.

K. REPAIRS AND ALTERATIONS

1. Repairs by Landlord. As of the Effective Date, in addition to Landlord's maintenance responsibilities set forth in Section H.1.a, Landlord shall, at Landlord's sole cost and expense (*except to the extent otherwise provided in Section G.2*), keep or cause to be kept in good order, repair and condition, including any replacement as the same maybe reasonably required, throughout the Lease Term the following: A. All columnar supports and other structural components of the Premises and Building including, without limitation, all structural load-bearing walls; B. the foundations, footings and floor slab of the Premises and Building; C. The roof of the Building (inclusive of the roof structure and membrane); D. The exterior of the Premises and Building (excluding all windows, doors, door frames [unless structural], storefronts, and glass which shall be Tenant's sole responsibility); E. All gutters and down spouts of the Building; F. the parking lot; and G. the central closed-loop heating, ventilation and air conditioning system located on the roof of the Building that services the Building, all the tenants and occupants thereof, including, without limitation, the Premises, except for repairs required thereto by reason of the negligent acts or omissions of Tenant, Tenant's employees, agents, or contractors. Notice from Tenant of the need for Landlord to perform a repair to the Premises or Building shall not be a condition to Landlord commencing such repair if Landlord has actual knowledge of the need for repairs. The provisions of this subsection shall not apply in the

case of damage or destruction by fire or other casualty or by Eminent Domain (as defined in Section O.1 of this Lease), in which event either Section M or O shall control the obligations of Landlord hereof.

a. Self-Help Right. Notwithstanding the foregoing, in the event of a breach by Landlord of this Section K.1 relating solely to Landlord's failure to repair or maintain the roof or the exterior of the Building or Premises, which continues for more than ten (10) days after written notice thereof is given by Tenant to Landlord and during that ten (10) day period or before the Landlord has not taken reasonable steps to correct any issue with the roof or the exterior of the Building or Premises or to diligently pursue the correction of any such issue, Landlord and Tenant agree that Tenant shall have the option to perform the necessary work to cure such breach on behalf of Landlord on the following conditions:

- (1) Landlord is given written notice and applicable cure periods as provided above;
- (2) Landlord's breach interferes, in Tenant's reasonable discretion, with Tenant's ability to conduct its business in or at the Premises; and
- (3) Any such work shall not violate or invalidate any warranty or guaranty the Landlord may have on the roof or any part thereof (and Landlord shall promptly provide to Tenant the applicable roof warranty and approved contractor information).

If Tenant exercises such option to cure Landlord's breach, Landlord agrees to reimburse Tenant for all amounts expended in connection herewith within thirty (30) days after receipt of Tenant's invoice specifying the work performed and the costs. If payment is not made by Landlord within thirty (30) days as set forth in this Section K.1.a., Landlord shall be in default hereunder, such unpaid amounts from Landlord shall commence to accrue interest at the rate of eight percent (8%) per annum and Tenant shall be entitled to all remedies hereunder and at law and in equity.

b. Emergency Repairs. Notwithstanding the foregoing, in the event of an emergency which, in Tenant's reasonable business judgment, would affect the health, safety, and welfare of Tenant's employees or customers, Tenant may make such emergency repairs to the Premises or Building as Tenant deems reasonably necessary to protect Tenant's employees and/or customers and property upon only reasonable notice under the circumstances to Landlord. In addition, Tenant will notify Landlord as soon as possible as to what repairs were made and the cost to affect such repairs. Landlord agrees to reimburse Tenant within thirty (30) days after

Landlord's receipt of a breakdown for such costs incurred by Tenant for such repairs. If Landlord fails to reimburse Tenant within such thirty (30) days, Landlord shall be in default hereunder, such unpaid amounts shall commence to accrue interest at the rate of eight percent (8%) per annum and Tenant shall be entitled to all remedies hereunder and at law and in equity.

- c. Intentionally Omitted.
 - d. Tenant's Portion of Construction. It is expressly understood that Landlord shall not be responsible for any non-structural portions of the Premises constructed by Tenant.
2. Repairs by Tenant. Except those items which are expressly made the responsibility of Landlord under this Lease, during the Lease Term Tenant shall keep (subject to reasonable wear and tear and damage by casualty or condemnation):
- a. Premises. The non-structural elements and the interior of the Premises and any fixtures, facilities or equipment contained therein in good condition and repair, including, but not limited to, exterior and interior portions of all doors, windows, all portions of the store front area, plate glass, and showcases surrounding the Premises, electrical and plumbing systems and other mechanical installations located within and exclusively serving the Premises (subject to Section K.2.b below and excluding any repair to the sprinkler system), and will make all replacements thereto at its expense which may become necessary during the Lease Term.
 - b. HVAC System. During the Lease Term, Tenant shall be responsible, at its sole cost and expense, to maintain, repair, and replace the HVAC pump that is part of the central closed-loop system serving the Building, but which specific HVAC pump exclusively serves the Premises. Tenant shall obtain an on-going service contract for the routine performance of standard HVAC pump maintenance and comply with the recommendations contained therein. Notwithstanding the foregoing, in the event that Tenant is required to replace the HVAC pump that exclusively serves the Premises during the last twenty four (24) months of the Lease Term, Landlord shall replace the same at its sole cost and Tenant shall only be responsible for paying the amortized costs of the HVAC pump (amortized over its reasonable useful life) which occur during the remaining portion of the Lease Term. Within fifteen (15) days of Landlord's written request, Tenant shall provide Landlord with a copy of the foregoing HVAC pump service contract. Tenant shall not be responsible for the repair and/or replacement of the HVAC pump if such repair and/or replacement is necessitated due to Landlord's negligence or a

casualty covered by Landlord's insurance as such insurance is required under this Lease.

3. Alterations or Improvements by Tenant. Tenant shall be permitted to make any interior, nonstructural and non-mechanical or cosmetic alterations or repairs to the Premises in an aggregate amount not to exceed Fifteen Thousand Dollars (\$15,000.00) in any one instance without Landlord's prior written consent. Except for Tenant's Work, with respect to which the procedure for Landlord's approval is described in Section D. above, with respect to alterations requiring Landlord's consent, Landlord shall approve or disapprove in writing of any proposed alteration within ten (10) business days of receipt of such request, and if Landlord disapproves it shall provide specific reasons for such disapproval. In the event that Landlord fails to timely respond to a request, and after a further written request from Tenant and expiration of five (5) business days without response from Landlord, Landlord shall be deemed to have approved such request for approval (except in the event of any structural alterations). If Tenant submits a revised request for approval of alterations, the foregoing approval process shall be repeated. Tenant shall obtain all necessary permits and approvals from applicable Governmental Authorities for such alterations and improvements and shall make such alterations and improvements in accordance with Applicable Laws and in a good and workmanlike manner. All such alterations and improvements shall be performed by licensed and insured contractors. Tenant agrees to indemnify Landlord against any mechanic's liens or other liens or claims in connection with the making of such alterations, additions, or improvements, including, without limitation, Tenant's Work. Tenant shall promptly repair any damage to the Premises or Building caused by any alterations, additions, or improvements performed by Tenant, including, without limitation, Tenant's Work. Notwithstanding anything else contained in this Lease, Landlord agrees that such alterations or improvements may require that the business conducted in the Premises discontinue during such construction.
4. Removal of Improvements. All items of Landlord's construction, all heating and air conditioning equipment, and all alterations, additions, wall coverings, and other improvements by Tenant shall become the property of Landlord at the termination of this Lease and shall not be removed from the Premises or Building. All trade fixtures, furniture, furnishings (including, but not limited to, Tenant's removable carpet tiles), and signs installed in or on the Premises or Building by Tenant and paid for by Tenant shall remain the property of Tenant and shall be removed upon the expiration of the Lease Term, provided that any of such items as are affixed to the Premises or Building and require severance may be removed only if Tenant repairs any damage caused by such removal. If Tenant fails to remove such items from the Premises or Building upon the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord. Landlord shall have the right to remove

same and sell such trade fixtures, furniture, furnishings, and signs to pay for the cost of removal.

L. INDEMNITY AND INSURANCE

1. Indemnification by Tenant. Except to the extent caused by Landlord's intentionally wrongful or negligent acts or omissions, Tenant will indemnify and hold Landlord or Landlord's employee, contractor, licensee, invitee or agent (each a "**Landlord's Party**"), harmless from and against all injury, loss, claims, cost, expense, and liability resulting or occurring by reason of Tenant's or a Tenant Party's (as defined below) construction, use, or occupancy of the Premises, by reason of Tenant's breach of any representations and warranties made by Tenant contained in this Lease, by reason of Tenant or a Tenant's Party's operation and maintenance of the Premises (including Landlord's costs of defending any action against the foregoing, such costs to include reasonable attorney's fees and costs).
2. Indemnification by Landlord. Except to the extent caused by Tenant's intentionally wrongful or negligent acts or omissions, Landlord will indemnify and hold Tenant or any employee, contractor, licensee, invitee or agent of Tenant (each a "**Tenant Party**") harmless from and against all injury, loss, claims, cost, expense, and liability (including Tenant's costs of defending against the foregoing, such costs to include reasonable attorney's fees and costs) resulting or occurring by reason of Landlord's construction, use, or occupancy of the Landlord's Parcel or Building, by reason of Landlord's breach of this Lease, by reason of Landlord's operation and maintenance of the Building and/or any Common Areas, or by reason of the negligence or willful misconduct of Landlord or a Landlord Party while on the Landlord's Parcel or Building.
3. Tenant's Insurance. Tenant, at Tenant's expense, shall carry general commercial liability insurance covering the Premises and Tenant's use thereof, with a minimum limit of Two Million Dollars (\$2,000,000) for any casualty resulting in bodily injury, death, or property damage for each occurrence and a minimum limit of Five Million Dollars (\$5,000,000) general aggregate. Tenant shall provide copies of certificates of such coverage to Landlord prior to the date of any use or occupancy of the Premises by Tenant; said commercial general liability certificate shall name Landlord as an additional insured, as its interest may appear, under such insurance policy; and the insurer shall agree to notify Landlord (and such other parties designated by Landlord as additional insureds with respect to the commercial general liability policy) not less than ten (10) days in advance of any substantial modification or cancellation thereof (or if the carrier shall not so provide for such notice, Tenant shall agree to provide the same). Additionally, Tenant shall maintain throughout the Lease Term, at its expense, (a) standard multi-peril insurance for the current replacement costs of all of Tenant's fixtures, furniture, equipment, inventory and leasehold improvements installed by Tenant in the Premises, (b) workers' compensation insurance with employer's liability limits of not less than One Million Dollars (\$1,000,000), and (c) insurance

covering all plate glass located within the Premises. All insurance shall be placed with companies authorized to do business in the state in which the Building is located. Tenant shall deliver copies of certificates of all such policies prior to the Delivery Date, and each anniversary date thereafter, which shall provide that no cancellation or non-renewal of such policies shall be effective without ten (10) days prior written notice from the insurer to Landlord (or if the carrier shall not so provide for such notice, Tenant shall agree to provide the same). Notwithstanding the previous, Tenant may provide policy limits in excess of its standard coverage under its umbrella policy.

4. Landlord's Insurance.

- a. Property Insurance. Landlord agrees to carry policies insuring the Premises, all the other improvements on the Landlord's Parcel including the Building and the Common Areas against fire and such other perils as are normally covered by special form property insurance standard multi-peril insurance in the county where the Premises are located, for the full current replacement cost of the improvements (including endorsements for code-required upgrades and demolition costs) ("**Property Insurance**"). Tenant shall have no rights in said policy or policies maintained by Landlord and shall not be entitled to be a named additional insured thereunder. Landlord shall not carry insurance on Tenant's Work, any other Tenant performed alterations, improvements or additions within or to the Premises or Tenant's fixtures, furnishings, equipment or other property.
- b. Liability Insurance. Landlord shall carry general commercial liability insurance covering the Premises, Landlord's Parcel, the Building and the Common Areas with a minimum limit of Two Million Dollars (\$2,000,000) for any casualty resulting in bodily injury, death, or property damage for each occurrence and a minimum limit of Two Million Dollars (\$2,000,000) general aggregate and other insurance as may be carried by Landlord in its commercially reasonable judgment ("**Liability Insurance**", and collectively with the Property Insurance, the "**Property and Liability Insurance**").
- c. Tenant's Proportionate Share. If not included by Landlord in the Common Area Maintenance Charge, from and after the Rent Commencement Date, Tenant shall pay to Landlord, monthly in advance, in addition to the Common Area Maintenance Charge, an amount equal to one-twelfth (1/12th) of Tenant's Proportionate Share of the Property and Liability Insurance premiums for the current year (or portion thereof) within the Lease Term as reasonably estimated by Landlord. If the actual amount of Tenant's Proportionate Share of the Property and Liability Insurance premiums is less than the total amount paid by Tenant for such period, the excess shall be credited against the next rental payment coming due

hereunder or reimbursed to Tenant within thirty (30) days after the expiration of the Lease Term. If Tenant's Proportionate Share of the actual Property and Liability Insurance premium exceeds the total amount paid by Tenant for such period, Tenant shall, upon receipt of a copy of the actual Property and Liability Insurance premium invoices from Landlord, pay the difference between the amount paid by Tenant and Tenant's Proportionate Share of the actual Property and Liability Insurance premiums.

d. General. Tenant shall not do any act or thing in the Premises or store anything therein that will adversely affect any insurance policies covering the Landlord's Parcel or the Building and Tenant shall promptly reimburse Landlord for all increases in Landlord's fire insurance premiums attributable to such acts or omissions. Notwithstanding anything to the contrary contained herein, Landlord hereby represents and warrants to Tenant that the Permitted Use shall not be in contravention of Landlord's insurance policies, will not prevent Landlord from procuring analogous policies from other reasonably acceptable companies to Landlord, nor will it cause the rate of any of Landlord's insurance for the Building or Landlord's Parcel to increase.

5. Mutual Waiver. Notwithstanding any contrary provision set forth in this Lease, Tenant hereby waives any claim against Landlord for any loss or damage sustained by Tenant to the extent such claims are or could be insured against under a standard multi-peril policy as required to be carried by Tenant hereunder, regardless of whether such policy is in effect at the time of the loss, and Tenant's multi-peril insurer shall waive its rights of subrogation against Landlord with respect to such loss or damage. In consideration thereof, Landlord waives any claim against Tenant for any loss or damage sustained by Landlord to the extent such claims are or could be insured against under a standard multi-peril policy as required to be carried by Landlord hereunder, regardless of whether such policy is in effect at the time of the loss, and Landlord's multi-peril insurer shall waive its rights of subrogation against Tenant with respect to such loss or damage. In accordance herewith, Landlord and Tenant will cause their respective insurance carriers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with damage to the Building, Landlord's Parcel, any Common Areas or the Premises or any personal property thereon (as applicable).

M. DAMAGE AND DESTRUCTION

1. Partial Damage. In the event the Premises is damaged by a fire or other casualty ("**Casualty**") to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises, unless this Lease is terminated by Tenant as provided hereinbelow, Landlord shall promptly commence, within no more than ninety (90) days after the Casualty and receipt of applicable insurance proceeds,

to repair such damage and restore the Premises to substantially its condition immediately prior to the time of such damage at Landlord's sole expense and shall diligently pursue such repairs to completion. In the event the Premises are damaged to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises in the last two (2) years of any Lease Term and Tenant's business operations are materially affected thereby, or if the Premises (or the Building) is damaged to such an extent that the damage unreasonably interferes with Tenant's ability to conduct its business and repairs cannot be completed within one hundred eighty (180) days from the date of the Casualty (as estimated in the Casualty Notice [as defined in Section M.3 below]), Tenant shall have the right to terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after Landlord delivers to Tenant the Casualty Notice, and after the date of the termination set forth in the notice, the parties shall have no further obligations to each other under this Lease (except as expressly set forth herein otherwise to survive) and the Base Rent and Additional Rent shall be abated as of the date of the Casualty.

2. Total Damage. In the event the Premises or the Building is damaged by a Casualty to the extent of fifty percent (50%) or more of the cost of its replacement, respectively, then either Landlord or Tenant may elect to terminate this Lease upon giving notice of such election in writing to the other within sixty (60) days after the Casualty, and after the date of the termination set forth in the notice, the parties shall have no further obligations to each other under this Lease (except as expressly set forth herein otherwise to survive) and the Base Rent and Additional Rent shall be abated as of the date of the Casualty. If this Lease is not terminated as provided for above, Landlord will promptly commence the repairs or rebuilding not later than forty-five (45) days after the Casualty and receipt of applicable insurance proceeds and shall diligently pursue such repairs to completion. If Landlord elects not to repair such damage, then Tenant, by written notice to Landlord, given within fifteen (15) days after receipt by Tenant of the Casualty Notice, may elect to perform such repair or restoration work at Tenant's cost, subject to Landlord's consent to the same which shall not be unreasonably withheld, conditioned or delayed. If Tenant does not elect to perform the repair or restoration work, as provided herein, then this Lease shall be deemed to terminate on the date provided in the Casualty Notice in accordance herewith.
3. Repair; Casualty Notice. If Landlord is required to repair under Section M.1, or has elected to repair under Section M.2, and provided that this Lease has not been terminated as provided in Sections M.1 and M.2, Tenant shall repair or replace as needed its trade fixtures, furniture, furnishings, equipment, and personal property in a manner and to at least a condition equal to that prior to its damage or destruction subject to Tenant's receipt of insurance proceeds therefor. In case of Casualty under either Section M.1 or M.2 above, Landlord shall give to Tenant written notice within sixty (60) days after the occurrence of the Casualty (the "**Casualty Notice**") which shall include (a) an estimate of the time to complete

such repairs with respect to a Casualty pursuant to Section M.1, (b) Landlord's election under Section M.2 either (i) to repair the damage caused by the Casualty and an estimate of the time to complete such repairs, or (ii) to terminate the Lease and the basis therefor under Section M.2 and a termination date giving Tenant sixty (60) days to vacate the Premises.

4. Abatement of Rent. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, a proportionate abatement of the Base Rent and Additional Rent shall be allowed from the date of such casualty until the date Landlord completes the repairs or rebuilding and Tenant has a reasonable time, not to exceed ninety (90) days from delivery by Landlord, to complete Tenant's required build out and re-open for business.
5. Waiver. Landlord and Tenant hereby waive the provision of any statute which relates to termination of leases when the thing being leased is damaged or destroyed and agree that such events shall be governed by the provisions of this Lease.

N. ASSIGNING AND SUBLETTING

1. Landlord's Consent. Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or any interest therein, and shall not sublease the Premises or any part thereof, or any right or privilege appurtenant thereto (each, a "**Transfer**"), without obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer.
2. Procedures: Standards. If Tenant desires at any time to enter into a Transfer, it shall, as a condition precedent to obtaining Landlord's consent, first submit in writing to Landlord: (i) the name of the proposed transferee, (ii) the nature of the proposed transferee's business to be carried on in the Premises, (iii) the terms and provisions of the proposed Transfer, (iv) such financial information as Landlord may reasonably request concerning the transferee (including, but not limited to, audited or certified financial statements), and (v) such additional information as Landlord may reasonably request regarding the background, character and business experience of the proposed transferee. At any time within ten (10) business days after Landlord's receipt of the information specified above, Landlord shall, by written notice to Tenant (i) consent to the Transfer or (ii) refuse to give its consent, specifying Landlord's reasons thereof. With respect to any Transfer, Landlord may refuse to consent to the proposed Transfer and Landlord shall be deemed to have acted reasonably if:
 - a. The transferee's contemplated use of the Premises following the proposed assignment or sublet conflicts with Section A.2 of this Lease;

- b. In Landlord's reasonable business judgment, the transferee lacks sufficient business reputation or experience to operate a successful business of the type and quality permitted under this Lease;
 - c. The proposed Transfer would breach any covenant of Landlord respecting radius, location, use or exclusivity in any other lease, financing agreement, or other agreement relating to the Building or Landlord's Parcel;
 - d. The proposed transferee would denigrate the image of the Building as a first-class retail building comparable to Comparable Buildings; or
 - e. The proposed transferee or its proposed use of the Premises would be materially inconsistent with or have an adverse impact on the tenant mix in the Building.
3. Continuing Liability; Voidable Transfers. No assignment or sublet of this Lease shall release Tenant or any guarantor with respect to any obligations, unless Landlord agrees otherwise in writing in its absolute discretion. The continuing liability of Tenant shall be primary, and Landlord shall be entitled to exercise its rights and remedies against Tenant with respect to any Event of Default without exhausting its rights and remedies against any transferee, and Tenant hereby waives any and all suretyship rights and defenses to which it may otherwise be entitled in connection with such continuing liability following an assignment or sublet. The acceptance of any assignment or sublet by a transferee shall automatically constitute the assumption by such transferee of all obligations of Tenant with respect to the Premises that accrue following the assignment or sublet, provided, however, that any assignment or sublet shall, at Landlord's option, be null and void in the event that the transferee does not expressly acknowledge and affirm the effectiveness of the foregoing assumption in form and substance reasonably satisfactory to Landlord upon written request by Landlord for the same. Any Transfer by Tenant to which Landlord's consent is required but not obtained shall, at Landlord's option, be null and void.
4. Permitted Sublease. Notwithstanding anything to the contrary contained in this Section N., Tenant shall have the right to sublease and/or license all or a part of the Premises to Dignity Health Medical Foundation and/or one of its affiliates for uses consistent with the Permitted Use without Landlord's consent and the same shall not be deemed a Transfer hereunder, so long as such licensed operation(s) do(es) not include separate exterior entrances and so long as the Premises appears to the general public as a single store operation.
5. Transfer Costs. Tenant shall be responsible for paying all of Landlord's reasonable actual, out of-pocket costs incurred in connection with a Transfer (except with respect to a Permitted Transfer [as defined in Section N.6 below]), including but not limited to reasonable attorneys' fees, not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) for each Transfer. Except as

otherwise expressly provided in this Lease, Landlord shall have no right of recapture, profit participation, nor the right to change any terms of this Lease in the event of a Transfer or Permitted Transfer hereunder.

6. Permitted Transfer. Notwithstanding anything to the contrary contained herein, Tenant may, subject to exclusive use provisions of other then-existing tenants' leases at the time of the Permitted Transfer, assign this Lease or sublet all or part of the Premises to, or substitute as occupants of the Premises, without Landlord's prior consent (each such transfer a "**Permitted Transfer**" and any such assignee or sublessee of a Permitted Transfer, a "**Permitted Transferee**"): any of its subsidiaries, affiliates, parents or successor entities (including, without limitation, an entity that results from a merger, consolidation, or reorganization with Tenant or an entity which purchases or otherwise acquires all or substantially all of the assets of Tenant).
 - a. In the event of a sublease to a Permitted Transferee, Tenant shall, notwithstanding such sublease, remain fully liable for performance of the obligations under the terms of this Lease.
 - b. In the event of assignment to a Permitted Transferee, the assignee shall expressly assume for the benefit of Landlord the obligations of Tenant under this Lease. However, Tenant shall guarantee the assignee's performance under this Lease.

Tenant shall provide written notice to Landlord of any transfer to a Permitted Transferee within thirty (30) days of its effective date.

O. EMINENT DOMAIN

1. Condemnation Award. In the event the Landlord's Parcel or the Building or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriate proceedings or by any right of eminent domain ("**Eminent Domain**"), the entire compensation award thereof shall belong to Landlord, without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title, and interest to any such award. Tenant shall have the right to recover such compensation as may be awarded on account of the value of leasehold improvements made by Tenant and for moving and relocating expenses.
2. Rights of Termination. In the event of a taking under the power of Eminent Domain of (a) more than fifteen percent (15%) of the Premises GLA, or (b) a sufficient portion of the Building so that after such taking less than fifty percent (50%) of the Building GLA (as constituted prior to such taking) are occupied by tenants, either Landlord or Tenant shall have the right to terminate this Lease by notice in writing given within thirty (30) days after the condemning authority

takes possession, in which event all Base Rent and Additional Rent shall be pro-rated as of the date of such termination.

3. Restoration. In the event of a taking of any portion of the Premises not resulting in a termination of this Lease, Landlord shall use as much of the proceeds of Landlord's award for the Premises as is required to restore the Premises to a complete architectural unit and this Lease shall continue in effect with respect to the balance of the Premises, with a proportionate reduction of Base Rent and Additional Rent in proportion to that portion of the Premises taken.

P. DEFAULT AND REMEDIES

1. Default by Tenant.

- a. Financial Default. Tenant shall be in financial default if it fails to pay each installment of Base Rent or Additional Rent within five (5) days when due.
- b. Notice of Financial Default. In the event Tenant is in financial default as provided above, Tenant shall have a grace period of three (3) days to cure such default after Tenant shall have received statutory notice of such default in accordance with Section Q of this Lease before such default shall be deemed an "**Event of Default**" hereunder.
- c. General Default. Tenant shall be in general default if it shall fail to keep or shall violate any other conditions, stipulations, or agreements contained herein on the part of Tenant to be kept and performed.
- d. Notice of General Default. In the event Tenant is in default other than a monetary default, it shall have a grace period of thirty (30) days to cure such default after Tenant shall have received notice of such default in accordance with Section Q of this Lease before such default shall be deemed an "**Event of Default**" hereunder. Notwithstanding the foregoing, the default hereunder shall be deemed cured if Tenant in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default.
- e. Landlord's Remedies.
 - (1) In the event Tenant is in either financial or general default beyond any applicable notice and cure period, Landlord shall have the following remedies, in addition to all other rights and remedies provided by any Law or otherwise provided in this Lease, to which Landlord may resort cumulatively or in the alternative:

(a) Landlord may keep this Lease in effect and enforce, by an action at law or in equity, all of its rights and remedies under the Lease, including: (a) the right to recover minimum monthly rental and other sums due under this Lease as they become due by appropriate legal action; and (b) the remedies of injunctive relief and specific performance to compel Tenant to perform its obligations under this Lease.

(b) In the event of a Default by Tenant, Landlord, at any time thereafter, may give a written termination notice to Tenant, and on the date specified in such notice (which shall not be less than three (3) days after the giving of such notice), Tenant's right to possession shall terminate and this Lease shall terminate, unless on or before such date all sums identified in such three (3) days' notice have been paid by Tenant and all other breaches of this Lease by Tenant at the time existing shall have been fully remedied to the reasonable satisfaction of Landlord. If Landlord terminates this Lease pursuant to the provisions of this Section, Landlord shall have all the rights and remedies of a landlord provided by Section 1951.2 of the California Civil Code, or any successor code sections. In addition, the Landlord shall have the immediate right of re-entry whether or not this Lease is terminated pursuant to California Civil Code Section 1951.4. Upon such termination, in addition to any other rights and remedies to which Landlord may be entitled under applicable law, Landlord may recover from Tenant: (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (b) the worth at the time or award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rent loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, without limitation, the following: (1) reasonable expenses (if any) for cleaning, repairing and restoring the Premises to the condition required under this Lease; (2) reasonable costs of carrying the Premises, such as taxes, insurance premiums, utilities and security precautions; (3) reasonable expenses in retaking possession of, and reletting, the Premises; and (4) reasonable attorneys' fees and court costs incurred by Landlord in retaking possession of the Premises

or otherwise incurred as a result of Tenant's default. The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above shall be computed by allowing interest at the rate of ten percent (10%) per annum, or at the highest rate legally permitted, whichever is less, from the date that the same became due and payable until paid. The worth at the time of award of the amount referred to in sub-clause (c) above shall be computed by discounting such amount at a rate equal to the discount rate of the Federal Reserve Board of San Francisco at the time of award plus one percent (1%).

(c) In the event Tenant breaches this Lease and abandons the Premises, this Lease shall not terminate unless Landlord gives Tenant written notice of its election to terminate this Lease in accordance with Section I.1 above and Section P.1.e.1(b) above (i.e., 3 days' prior notice following a Default). No act by or on behalf of Landlord intended to mitigate the adverse effect of a breach by Tenant, including those described in sub-parts (a) through (c) of this sub-section P.1.e.1(c) below shall constitute a termination of Tenant's right to possession, unless Landlord gives Tenant written notice of termination in accordance with Section P.1.e.1(b) above (i.e., 3 days' prior notice following a Default). Should Landlord elect not to terminate this Lease, Landlord may enforce all of its rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder. In the absence of a written election by Landlord to terminate this Lease in accordance with Section P.1.e.1(b) above, in no event shall the following constitute a termination of this Lease: (a) appointment of a receiver in order to protect Landlord's interest hereunder; (b) consent to any subletting of the Premises or assignment of this Lease by Tenant, whether pursuant to the provisions hereof or otherwise; or (c) any other action by Landlord or Landlord's agents intended to mitigate the adverse effects of any breach of this Lease by Tenant, including without limitation, any action taken to maintain and preserve the Premises or any action taken to relet the Premises or any portions thereof, for the account of Tenant and in the name of Tenant.

- (2) Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Premises in such event and to repossess Landlord of the Premises as of

Landlord's former estate and to expel or remove Tenant and any others who may be occupying or be within the Premises and to remove Tenant's signs and other evidence of tenancy and all other property of Tenant therefrom without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting therefrom, Tenant waiving any right to claim damages for such re-entry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord under this Lease or by operation of law.

- (3) Notwithstanding the foregoing, or anything contained herein to the contrary, Landlord shall not be entitled to remove from the Premises any Regulated Property (as such term is defined in Section W.17 of this Lease below) unless Landlord has provided Tenant and its legal counsel at least ten (10) days' written notice of Landlord's intent to remove such Regulated Property from the Premises, and has provided Tenant or its designee or legal counsel the opportunity to enter the Premises to remove the Regulated Property itself within such ten (10) day period. If, following such ten (10) day period, Tenant, its designee or legal counsel, has not removed the Regulated Property from the Premises, then Landlord shall have the right to remove such Regulated Property, provided, however, that Landlord shall maintain the confidentiality and security of the PHI contained therein in accordance with the requirements of HIPAA (as such terms are defined in Section W.17 of this Lease) and, in any case, in a strictly secure and confidential manner, and shall turn over such Regulated Property to Tenant, its designee or legal counsel upon written request therefore, after payment by Tenant to Landlord of Landlord's reasonable costs for moving, storing and handling such Regulated Property.
- (4) Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as Additional Rent under this Lease, and other sums due and payable by Tenant on the date of termination, plus as liquidated damages and not as a penalty, an amount equal to the sum of: (i) an amount equal to the then present value of the rent reserved in this Lease for the residue of the stated Lease Term including any amounts treated as Additional Rent under this Lease and all other sums provided in this Lease to be paid by Tenant, minus the fair rental value of the Premises for such residue; (ii) the value of the time and expense necessary to obtain a replacement tenant or tenants, and the estimated expenses

described in Section P.e(5)(b) below relating to recovery of the Premises, preparation for reletting and for reletting itself; and (iii) the cost of performing any other covenants which would have otherwise been performed by Tenant.

(5) Upon any termination of Tenant's right to possession only without termination of this Lease:

(a) Neither such termination of Tenant's right to possession nor Landlord's taking and holding possession thereof as provided in Section P.e(1)(b) shall terminate this Lease or release Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as Additional Rent, under this Lease for the full Lease Term, and if Landlord so elects Tenant shall continue to pay to Landlord the entire amount of the rent as and when it becomes due, including any amounts treated as Additional Rent under this Lease, for the remainder of the Lease Term plus any other sums provided in this Lease to be paid by Tenant for the remainder of the Lease Term.

(b) Landlord shall use commercially reasonable efforts to relet the Premises or portions thereof to the extent required by applicable law. Landlord and Tenant agree that nevertheless Landlord shall at most be required to use only the same efforts Landlord then uses to lease premises in the Building generally and that in any case that Landlord shall not be required to give any preference or priority to the showing or leasing of the Premises or portions thereof over any other space that Landlord may be leasing or have available and may place a suitable prospective tenant in any such other space regardless of when such other space becomes available and that Landlord shall have the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet only a portion of the Premises, or a portion of the Premises or the entire Premises as a part of a larger area, and the right to change the character or use of the Premises. In connection with or in preparation for any reletting, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall pay the cost thereof, together with Landlord's expenses of reletting, including, without limitation, any commission incurred by Landlord, within five (5) days of Landlord's demand. Landlord shall not be required to observe any instruction given by Tenant about any reletting or accept any tenant offered by Tenant unless such offered tenant has a credit-worthiness acceptable to Landlord and leases the entire Premises upon terms and conditions including

a rate of rent (after giving effect to all expenditures by Landlord for tenant improvements, broker's commissions and other leasing costs) all no less favorable to Landlord than as called for in this Lease, nor shall Landlord be required to make or permit any assignment or sublease for more than the current Lease Term or which Landlord would not be required to permit under the provisions of Section N.

(c) Until such time as Landlord shall elect to terminate this Lease and shall thereupon be entitled to recover the amounts specified in such case in Section P.e(4), Tenant shall pay to Landlord upon demand the full amount of all rent, including any amounts treated as additional rent under this Lease and other sums reserved in this Lease for the remaining Lease Term, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including reasonable attorney's fees and broker's commissions), as the same shall then be due or become due from time to time, less only such consideration as Landlord may have received from any reletting of the Premises; and Tenant agrees that Landlord may file suits from time to time to recover any sums falling due under this Section P as they become due. Any proceeds of reletting by Landlord in excess of the amount then owed by Tenant to Landlord from time to time shall be credited against Tenant's future obligations under this Lease but shall not otherwise be refunded to Tenant or inure to Tenant's benefit.

- f. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided in this Lease or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any rent due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants contained in this Lease.
- g. No act or thing done by Landlord or its agents during the Lease Term shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of said Premises shall be valid, unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants contained in this Lease. Landlord's acceptance of the payment of rental or other payments after the occurrence of an Event of Default shall not be construed as a waiver of such Event of

Default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies provided in this Lease upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default or of Landlord's right to enforce any such remedies with respect to such Event of Default or any subsequent Event of Default.

h. No partner or member of Tenant, nor any officer, director, shareholder or employee of Tenant, its partners and/or members, shall have any personal liability whatsoever with respect to this Lease.

2. Default by Landlord. Landlord shall be in default if Landlord fails to perform any of Landlord's obligations or breaches any representations or warranties contained in this Lease. Upon such default, Tenant shall have all remedies specified in this Lease in addition to any other remedies available to Tenant at law or in equity in the jurisdiction where the Premises are located.

a. In the event Landlord's default can be cured by Tenant exercising any of Tenant's "self help" rights as provided in this Lease, Landlord shall have thirty (30) days after receipt of written notice from Tenant as provided for in this Lease to cure such default, all on behalf of and at the expense of Landlord, and Landlord shall do all necessary work in connection therewith. A default hereunder shall be deemed cured if Landlord in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default. In the event Landlord does not cure Landlord's default as provided herein, Tenant shall give Landlord a second notice of default with an additional five (5) day cure period. If Landlord again fails to cure the default after receipt of this second notice, then, Tenant may elect to exercise any of Tenant's "self help" rights as provided in this Lease or to treat the default as a Landlord "**Event of Default**" under this Lease and Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach.

b. In the event Landlord's default cannot be cured by Tenant exercising any of Tenant's "self help" rights as provided in this Lease, Landlord shall have thirty (30) days after receipt of written notice from Tenant to cure such default, all on behalf of and at the expense of Landlord. A default hereunder shall be deemed cured if Landlord in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default. In the event Landlord does not cure Landlord's default as provided herein, Tenant shall give Landlord a second notice of default with an additional five (5) day cure period. If Landlord again fails to cure the default after receipt of this

second notice, then there shall be a Landlord “**Event of Default**” under this Lease and Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach.

- c. If there is a Landlord Event of Default hereunder, Tenant may exercise any of its rights and remedies at law or in equity, which remedies shall not be mutually exclusive, including without limitation its right to collect reasonable attorneys’ fees and costs.
3. Failure to Exercise Rights. No delay or omission by Landlord or Tenant to exercise any right or power accruing upon any noncompliance or default by Tenant or Landlord with respect to any of the terms hereof, shall impair any such right or power or be construed to be a waiver thereof. A waiver by Landlord or Tenant of any of the covenants and agreements hereof to be performed by Tenant or Landlord shall not be construed to be a waiver of any subsequent breach thereof or of any covenant or agreement herein contained.
4. Consequential Damages. In no event shall Landlord or Tenant be liable for loss of business, consequential damages, or punitive damages.

Q. NOTICES

1. Proper Notice. Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and shall be deemed given when received or rejected after such notice shall have been mailed by certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier that provides verification of receipt to the address(es) stated in Section A.3 of this Lease. Landlord shall not mail or deliver any notice or consent to the Premises that is required to be given by or on behalf of Landlord to the address(es) stated in Section A.3 of this Lease; furthermore, in the event Landlord does mail or deliver such notice or consent to the Premises, proper notice shall not be deemed to have occurred.
2. Change of Address. Either party’s address as shown in Section A.3 of this Lease may be changed from time to time by such party giving written notice to the other party of the new address in the manner provided in Section Q. 1 above.

R. MORTGAGE SUBORDINATION; ATTORNMENT

This Lease is and shall at all times, unless Landlord shall otherwise elect, be subject and subordinate to all easements and encumbrances now or hereafter affecting the fee simple ownership of the Landlord’s Parcel and to all mortgages, deeds of trust, financing or refinancing in any amounts which may now or hereafter be placed against or affect any or all of the land or any or all of the building and improvements now or at any time hereafter constituting part of the Landlord’s Parcel. Notwithstanding the foregoing, any successor to Landlord’s interest in the Premises, including any ground lessor or holder of any

mortgage or deed of trust, or to any purchaser at foreclosure (or by deed in lieu of foreclosure) shall, so long as Tenant is not in default under this Lease beyond applicable notice and cure periods, not disturb or diminish Tenant's possession of the Premises and/or leasehold rights thereto, and shall recognize the leasehold estate of Tenant under all of the terms and conditions of this Lease for the remaining balance of the Lease Term with the same force and effect as if the successor were the lessor under the Lease, upon the foreclosure of any such mortgage by the mortgagee or trustee, the exercise of power of sale, ground lease termination or transfer in lieu of foreclosure (the "**nondisturbance**"). Tenant also agrees that any mortgagee or trustee may elect to have this Lease deemed prior to the lien of its mortgage or deed of trust, and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees that if Landlord's mortgagee or trustee requests confirmation of such subordination, within ten (10) business days after receipt of written request therefor, Tenant shall execute and deliver whatever commercially reasonable instruments (including but not limited to a commercially reasonable subordination, non-disturbance and attornment agreement in recordable form) as may be reasonably required by such mortgagee or trustee for such purposes to carry out the intent of this Section R. Tenant also agrees to attorn to any successor in interest to Landlord whether by purchase, foreclosure, sale in lieu of foreclosure, power of sale, termination of ground lease or otherwise, if so requested or required by such successor in interest, and Tenant agrees, upon demand, to execute such commercially reasonable agreement or agreements in confirmation of such attornment.

S. ESTOPPEL CERTIFICATES

At any time and from time to time, subject to the terms and conditions of this Section S, Tenant agrees, within ten (10) days after receipt of written request from Landlord, to execute and deliver to Landlord for the benefit of such persons as Landlord designates in such request, a statement in writing on a form provided by Landlord or its designee ("**Estoppel Request**"), certifying to the following: (a) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Base Rent, Additional Rent, and other charges hereunder have been paid; (c) that the Premises have been completed on or before the date of such letter and that all conditions precedent to this Lease taking effect have been carried out; (d) that Tenant has accepted possession, that the term of this Lease has commenced, that Tenant is occupying the Premises, that there is no default under this Lease by Landlord to Tenant's actual knowledge and that there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord to Tenant's actual knowledge; (e) the actual Rent Commencement Date and the Lease Expiration Date; and (f) such other matters as Landlord or its lender or prospective purchaser may reasonably require.

T. COVENANT OF QUIET ENJOYMENT

Landlord hereby covenants that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have quiet enjoyment of the Premises without hindrance from any person under the control of the Landlord.

U. LIABILITY OF LANDLORD

1. Judgments. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that if Landlord shall fail to perform any covenant, term, condition, or warranty contained in this Lease upon Landlord's part to be performed (beyond expiration of applicable notice and cure periods) and, as a consequence of such Event of Default, Tenant shall recover a money judgment against Landlord, such judgment shall be limited to Landlord's equity interest in the Landlord's Parcel and the Building, as the same may then be encumbered, and the rents, issues, profits and other income actually received from the operation of the Building (collectively "**income**"), and no general or limited partner in or of Landlord, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, managers, managing members, members, employees, partners servants, or agents of Landlord, nor any other holder of any equity interest in Landlord, their successors, assigns, agents, or any mortgagee in possession shall be personally liable for any deficiency. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord other than its interest in the Landlord's Parcel and the Building as expressly provided hereinabove.
2. Transfer of Title. In the event of the sale or other transfer of Landlord's right, title, and interest in the Landlord's Parcel and/or Building, Landlord shall, upon providing Tenant with written notice of said transfer, be released from all liability and obligations arising after the date of such transfer hereunder only if its transferee shall assume in writing the obligations of Landlord herein set forth.

V. ENVIRONMENTAL MATTERS – NO HAZARDOUS MATERIALS

1. Acts. For the purposes of this Lease, the term "Hazardous Materials" shall include, without limitation, those substances, materials, or waste described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), (42 U.S.C. 9601, *et seq.*); The Resource Conservation and Recovery Act, as amended (RCRA), (42 U.S.C. 6901, *et seq.*); Emergency Planning & Community Right-to-Know Act, as amended (EPCRA), (42 U.S.C. 11991, *et seq.*); Clean Water Act, as amended (CWA), (33 U.S.C. 1251, *et seq.*); Clean Air Act, as amended (CAA), (42 U.S.C. 7401, *et seq.*); Toxic Substances Control Act, as amended (TSCA), (15 U.S.C. 2601, *et seq.*);

Safe Drinking Water Act, implementing regulations for such Acts, and as amended (SDWA), (42 U.S.C. 300(f) *et seq.*); and any other applicable federal, state, local laws or ordinances, and the regulations adopted thereunder, or any other substance, material or waste which has been determined by the United States Environmental Protection Agency, the Federal Occupational Health and Safety Administration, or any other federal or state agency, to be capable of posing significant risk of injury to human health or safety, including without limitation, any substance containing mold-producing organisms.

2. Asbestos and Other Hazardous Materials. Other than as set forth in that certain Soil and Soil Gas Characterization Report, prepared by PII Environmental, dated July 28, 2014, for Mr. Kent Jeffrey, General Partner, Market & Noe Center, which has been provided in writing by Landlord to Tenant prior to the Effective Date of this Lease, Landlord hereby represents and warrants to Tenant that upon the Delivery Date, the Premises, the Building and the Landlord's Parcel will be free of asbestos and other Hazardous Materials in violation of any law.
3. Tenant Operations. Except as otherwise provided herein, Tenant shall not engage in operations at the Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling, or disposal of Hazardous Materials without the prior written consent of Landlord, which consent shall be at Landlord's sole discretion, except for de minimis quantities of household cleaning products and office supplies and small amounts of chemicals and materials used in connection with the Permitted Use at the Premises that are used, kept and disposed of in compliance with Applicable Laws and medical waste stored and disposed of in accordance with Applicable Laws. Tenant agrees that Tenant shall store any and all supplies, materials or inventory used in connection with Tenant's permitted medical uses (as part of Tenant's Permitted Use) of the Premises in sealed containers, receptacles or display cases within the Premises and Tenant shall operate Tenant's business in a clean and hygienic manner, in compliance with any and all health laws and codes.
4. Tenant's Indemnification. Tenant will defend, protect, indemnify, and hold Landlord and the Landlord Parties harmless from and against any and all claims, causes of action, liabilities, damages, costs, and expenses, and specifically excluding consequential damages, arising from or in any way connected with Hazardous Materials introduced to the Premises, Building or the Landlord's Parcel by Tenant or a Tenant Party.
5. Tenant's Limitation of Liability. Notwithstanding the provisions of this Section V, Tenant's liability hereunder will be limited to compliance with all federal and state environmental regulations dealing with release of Hazardous Materials by Tenant or a Tenant Party. Landlord's rights under this Section V shall not extend to requiring Tenant or a Tenant Party to perform any duties in excess thereof.

6. Landlord's Operations. Landlord represents and warrants that it will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises, the Building or the Landlord's Parcel, or transport to or from the the Building or the Landlord's Parcel, any Hazardous Materials in violation of law.
7. Landlord's Indemnification. Landlord will defend, protect, indemnify, and hold Tenant and Tenant Parties harmless from and against any and all claims, causes of action, liabilities, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, that may be brought against Tenant or a Tenant Party resulting from (i) Landlord's breach of any of the representations set forth in this Section V above, and/or (ii) any Hazardous Materials released by Landlord, its agents, employees or contractors[, and/or (ii) any Existing Hazardous Materials (as defined below). In addition, Landlord agrees, if required to do so by any law, regulation or governmental or governmental agency having jurisdiction, to perform, or cause to be performed, at Landlord's sole cost and expense, any removal, abatement, or remediation, from the Premises, the Building and/or the Common Areas of the Landlord's Parcel, as applicable, of all Hazardous Materials discovered and determined to have been existing prior to the Delivery Date or that relate to Hazardous Materials existing prior to the Delivery Date (collectively, "**Existing Hazardous Materials**") (to the extent the Existing Hazardous Materials were not exacerbated by Tenant) or released by Landlord, its agents, employees or contractors, and shall restore the Premises, the Building and the Common Areas of the Landlord's Parcel to a clean, safe, good and serviceable condition (the "**cleanup**"). Any such cleanup shall be in conformance with all Applicable Laws, Landlord shall use commercially reasonable good faith efforts to perform (or cause to be performed) said cleanup so as to minimize disruption of the business of Tenant, its subtenants or assignees, and Tenant's Base Rent and Additional Rent shall abate to the extent that all or any portion of the Premises are unusable as a result such remediation, removal and/or abatement.

W. MISCELLANEOUS PROVISIONS

1. Broker's Commissions. Landlord and Tenant hereby agree to recognize Cushman & Wakefield as Tenant's broker in this transaction. Landlord shall be responsible to pay any commissions related to this transaction. Landlord and Tenant hereby warrant to the other that there are no other claims for brokers' commissions or finders' fees in connection with the execution of this Lease, and Landlord and Tenant agree to indemnify and save the other harmless from any liability that may arise from such claims, including reasonable attorneys' fees.
2. Surrender and Holding Over.
 - a. Surrender. Subject to the provisions of Section K.4, Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration of the Lease Term, or its prior termination for any reason, in

good condition and repair, broom clean (damage by fire and other perils covered by standard fire and extended coverage insurance, condemnation, that is Landlord's responsibility to repair hereunder and ordinary wear and tear excepted).

- b. Holdover. If Tenant fails to surrender the Premises on the date that the Lease Term expires or terminates, Tenant's continued occupancy shall be deemed to be a tenancy from month-to-month and such tenancy shall be subject to all of the provisions of this Lease in effect at the time of holdover, provided that Tenant shall pay one hundred fifty percent (150%) of the Base Rent in effect at the time the holdover commences.
3. Audit Rights. Landlord shall keep accurate records showing in detail all Additional Rent charges provided for in this Lease. Such Additional Rent charges, including without limitation, the Real Estate Taxes (as provided in Section F.1), the Common Area Maintenance Charge (as provided in Section G.2), and the Property and Liability Insurance (as provided in Section L.4), shall be subject to audit by Tenant or an audit firm of Tenant's choice, at Tenant's expense, for a period of up to one (1) year following the receipt of Landlord's reconciliation statement with respect to the same. Following such reasonable notice, Tenant, or its authorized agents, shall have the right to examine any and all books, records, papers and documents relating to the Additional Rent charges relating to the period subject to such audit by Tenant. These records shall, upon demand and after reasonable notice, be made available during normal business hours at the address designated by Landlord for inspection by Tenant. Tenant shall keep such information confidential, except in connection with any proceeding regarding same between Landlord and Tenant. Tenant shall pay all costs in connection with any audit by Tenant, unless Landlord's charges exceed the amount that Landlord is entitled to charge Tenant by more than four percent (4%), in which event the reasonable cost of such audit shall be borne by Landlord. In no event shall Tenant be permitted to recoup the costs of a contingency fee based audit. If the audit determines that Tenant has made an underpayment, Tenant shall reimburse Landlord for the amount of the underpayment within thirty (30) days following such determination. If the audit determines that Tenant has made an overpayment, Landlord shall reimburse Tenant for the amount of the overpayment within thirty (30) days following such determination. If Landlord shall fail to pay the same, Tenant shall have the right to credit the overpayment against any future installment(s) of rent due hereunder until such overpayment is fully recouped.
4. Mechanic's Liens. Should any mechanic's liens or other liens or affidavits claiming liens be filed against the Premises or any portion thereof or interest therein for any reason whatsoever incident to the acts or omissions of Tenant, its agents or contractors, Tenant shall cause the same to be canceled and discharged of record by payment, bonding, or otherwise, within thirty (30) days after notice of such lien is received by Tenant.

5. Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.
6. Attorneys' Fees. In the event of any legal proceeding arising out of a dispute among the parties with regard to enforcement of any provision of this Lease, the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs from the non-prevailing party.
7. Jury Trial. In the event of a dispute, Landlord and Tenant agree to waive the right to jury trial.
8. Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord or Tenant to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is in writing and signed by Landlord or Tenant.
9. Force Majeure. "**Force Majeure**" shall mean delays caused by any emergency orders or acts passed by governmental or quasi-governmental entities; shortages of materials, natural resources or labor; fire; catastrophe; labor strikes; civil commotion; riots; war; acts of God; inability to obtain materials due to any of the foregoing; or any and all other extraordinary causes beyond the reasonable control of the party claiming Force Majeure (but not including financial inability). Therefore, if an event of Force Majeure occurs, neither party shall have any liability to the other for non-performance of the affected provision of this Lease. Neither party shall be in default under this Lease for failure to perform due to Force Majeure. If an event of Force Majeure occurs, the period of time Landlord or Tenant has for performance as provided in this Lease shall be extended one day for each day performance is delayed by such event of Force Majeure. After Tenant's initial build-out, no act of Force Majeure shall excuse the payment of Rent.
10. No Partnership. Landlord and Tenant do not, in any way or for any purpose, intend to become a partner with the other in the conduct of either's business by virtue of entering into this Lease.
11. No Referrals Representation. Nothing in this Lease, whether written or oral, nor any consideration in connection herewith, contemplates or requires the referral of any patient to Tenant. This Lease is not intended to influence the judgment of any person in choosing the provider appropriate for the proper treatment and care of patients. No party to this Lease shall receive any compensation or remuneration for arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid or which otherwise may be deemed to violate any federal or state law.

12. Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease nor in any way affect this Lease.
13. Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever and any such assignment or attempted assignment shall be null and void.
14. No Presumption Against Drafter. Both parties have freely negotiated this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.
15. Authority to Sign Lease. Each of the persons signing this Lease represents and warrants that he has been duly authorized to sign this Lease by all necessary action on the part of the entity on whose behalf he has signed this Lease.
16. Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.
17. Confidentiality: HIPAA. The Permitted Use may include activity regulated under the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder (“**HIPAA**”). Accordingly, this Lease includes certain provisions that pertain to Landlord’s rights and remedies with respect to property of Tenant (including without limitation books and records, data files, computer servers and other computer hardware and software) that contains any personally identifiable health information (“**PHI**”), as defined by HIPAA (the “**Regulated Property**”). The parties acknowledge and agree that any and all Regulated Property shall be the sole and exclusive property of Tenant. Upon termination of this Lease for any reason whatsoever, Landlord shall relinquish any claim to or possession of any Regulated Property. Landlord shall respect the confidentiality of Regulated Property to which Landlord inadvertently may be exposed when accessing the Premises and shall not remove (without authorization) any Tenant item from the Premises, whether it be paper, desktop devices, computers or related electronic devices. Landlord acknowledges and agrees that Tenant shall have the right to train all personnel performing service

work for Landlord in the Premises, including, without limitation, contractors, subcontractors and other vendors, in advance of such individuals entering the Premises: (a) to protect the confidentiality of Regulated Property to which they inadvertently may be exposed when accessing the Premises (including, without limitation, the requirements of HIPAA and privacy regulations thereunder, and (b) never to permit the unauthorized removal of any tenant item from the Premises, whether it be paper, desktop devices, computers or related electronics.

X. RULES AND REGULATIONS

Tenant, except to the extent inconsistent with the terms of this Lease and except in the case where the Rules and Regulations are not uniformly enforced among all of the tenants in the Building, shall comply with the Rules and Regulations attached hereto as **Exhibit F (“Rules and Regulations”)**. Landlord reserves the right with thirty (30) days prior written notice to Tenant to amend the Rules and Regulations at any time and from time to time in a reasonable and nondiscriminatory manner, provided such amendments shall not increase Tenant’s obligations or monetary responsibilities hereunder and are not inconsistent with the terms and provisions of this Lease.

Y. GOVERNING DOCUMENTS

The parties hereto agree that the terms and conditions of this Lease, and the parties rights and liabilities thereunder are expressly subject to the following documents, herein collectively referred to as the **“Governing Documents”**:

CVS Approval Letter

Notwithstanding anything to the contrary contained herein, Landlord will not voluntarily initiate, vote in favor of, or consent to the promulgation or amendment of any new or amended covenants, conditions, rules, regulations, easements, licenses, uses, restrictions or requirements that increase Tenant’s obligations or monetary responsibilities hereunder, materially adversely affect Tenant’s parking spaces (to the extent granted hereunder, subject to the CVS CUP Conversion Requirement and to other tenants existing parking rights, as of the Effective Date, to reserved parking in the Building Parking Lot, and subject to all applicable laws, codes, rules and regulations now or hereafter enacted or promulgated) or access to the Premises, or are otherwise inconsistent with the other provisions of this Lease. For purposes of clarification, nothing in this Section or Lease shall prevent Landlord from voluntarily proceeding with the Building Parking Lot Conversion required pursuant to the CVS CUP Conversion Requirement.

Z. ANTI-TERRORISM

Tenant agrees that it will comply with all governmental requirements that prohibit engaging in or supporting terrorism (**“Terrorism Requirements”**). Tenant hereby certifies that to Tenant’s actual knowledge, it does not, and agrees that it will not, knowingly either directly or indirectly employ, contract with, or provide financial or in-

kind assistance to any individual or organization identified in any Terrorism Requirements as engaged in or supporting terrorism or known to Tenant to engage in or support terrorism. Tenant shall not knowingly permit any such individual or organization to use or have access to or derive benefit from, either directly or indirectly, the Premises or the operations of Tenant therefrom. Breach of this representation constitutes a material breach of this Lease and shall entitle Landlord to any and all remedies available hereunder, or at law or in equity.

AA. SECURITY DEPOSIT

1. Tenant shall deposit with Landlord the sum of Twelve Thousand One Hundred Seventy-Seven And 25/100 Dollars (\$12,177.25) as the security deposit under this Lease within three (3) business days after execution hereof (the "**Security**"), which shall be deposited by Landlord in a non-interest bearing account. Landlord may co-mingle the Security with its personal funds. In the event Tenant defaults in any monetary obligation under this Lease, after expiration of applicable notice and cure periods provided hereunder, Landlord may, but shall not be obligated to, deduct same from the Security and apply to said monetary obligations and Tenant shall thereafter be responsible for replenishing the Security which is deemed as Additional Rent. If Tenant is in full compliance with all of the terms, covenants and conditions of this Lease (taking into account applicable notice and cure periods), the Security shall be promptly returned to Tenant in accordance with Section AA.2 below.
2. Provided Tenant is in full compliance with all of the provisions of this Lease (taking into account applicable notice and cure periods), the Security or any balance thereof shall be returned to Tenant on or before thirty (30) days after the Lease Expiration Date or on or before thirty (30) days after any later date on which Tenant has vacated the Premises. In the absence of evidence of any assignment of the right to receive the Security, or the remaining balance thereof, Landlord shall return the Security to the original Tenant. In such event, upon the return of such Security, or balance thereof, to the original Tenant, Landlord shall be completely relieved of liability hereunder.

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IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed as of the date and year first above written.

LANDLORD:

MARKET & NOE CENTER,
a California limited partnership

By: Kent Jeffrey
Name: Kent Jeffrey
Its: General Partner

FEIN# 68-0083-692

Date: 4/19/16

TENANT:

**DIGNITY-GOHEALTH URGENT CARE
MANAGEMENT, LLC,**

a Delaware limited liability company,
d/b/a Dignity GoHealth Urgent Care

By: Todd W. Latz
Name: Todd W. Latz
Its: President & Secretary

FEIN# 35-258698

Date: April 14, 2016

[SIGNATURE PAGE TO 2288 MARKET STREET LEASE]

EXHIBIT A-2
PARKING PLAN



EXHIBIT A-2-1

DIGNITY-GOHEALTH URGENT CARE MANAGEMENT
2288 Market Street Lease
4827-3459-0256.1

EXHIBIT B

COMMENCEMENT CERTIFICATE

_____, 20__

Via Federal Express

[LL'S ADDRESS]

Re: Commencement Certificate for Lease dated as of April ____, 2016 (the "**Lease**"), by and between Market & Noe Center ("**Landlord**"), and Dignity-GoHealth Urgent Care Management, LLC ("**Tenant**") with respect to 2288 Market Street, San Francisco, CA ("**Premises**")

Dear Landlord:

By executing this Commencement Certificate dated as of the date set forth above, Landlord and Tenant mutually agree that:

1. Landlord delivered exclusive possession of the Premises, broom clean and free of debris, to Tenant on April __, 2016.
2. On _____, 2016, Tenant received the Tenant Required Permits and Approvals. Accordingly the Rent Commencement Date shall be _____ (i.e., the earlier of (a) _____ [that date which is 180 days from Tenant's receipt of the Tenant Required Permits and Approvals], (b) Tenant's opening for business, or (c) January 1, 2017).
3. And the Lease Expiration Date shall be _____.

In addition, Landlord and Tenant acknowledge and agree that the Premises GLA has been remeasured and the new Premises GLA is _____.

[NOTE: INSERT REVISED RENT SCHEDULE HERE IF NEEDS TO BE RECALCULATED BASED ON PREMISES REMEASUREMENT]

Please acknowledge your agreement to the foregoing by counter-signing in the space provided below and returning one (1) original of this Commencement Certificate to: Dignity-GoHealth Urgent Care Management, LLC, c/o Access Clinical Partners, LLC, 5555 Glenridge Connector, Suite 700, Atlanta, GA 30342, Attn: General Counsel, with a copy to Ryan Dougherty at ryan.dougherty@gohealthuc.com.

EXHIBIT B-1

Very truly yours,

Dignity-GoHealth Urgent Care Management, LLC

By: _____
Name: _____
Title: _____

AGREED AND ACKNOWLEDGED

LANDLORD:

By: _____
Name: _____
Its: _____
Dated: _____

EXHIBIT B-2

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT C-1

EXHIBIT D

INTENTIONALLY OMITTED

EXHIBIT D-1

EXHIBIT E

EXISTING TENANT EXCLUSIVES AND PROHIBITED USES

EXCLUSIVE -

31. (a) (i) Landlord warrants and agrees that Landlord will not lease any space in the Project (excluding the Premises), nor permit the use of any such space for the purpose of a store offering one-hour or other on-site photo processing, including, without limitation, digital photo processing, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, and for the following uses:

- The off-sale of beer, wine or spirits provided, however, that one (1) first class wine-oriented specialty merchant that is (a) nationally or regionally branded such as Beverages and More, Total Wines or similar, or (b) a high end wine merchant even if not branded, shall be allowed,
- A greeting card store, or for the sale of greeting cards, excluding incidental sales,
- Vitamins and health supplements, excluding incidental sales,
- A candy store provided, however, that either one (1) specialty candy store selling primarily one brand of chocolates such as, but not limited to, See's or Godiva shall be permitted to operate in the Project so long as such store is not greater than two thousand (2,000) square feet of floor area or one (1) candy store which carries a mix of non-specialty and specialty candy items such as Powell's Sweet Shop shall be permitted to operate in the Project so long as such store is not greater than two thousand (2,000) square feet limitation and the overlap with the selection of candy typically sold in the majority of Tenant's other stores then operating in San Francisco, California, does not exceed five percent (5%) of the store's leasable area,
- A convenience store, such as, but not limited to, Seven-Eleven or Circle K,
- Health and beauty aids, excluding incidental sales, and
- A Dollar Store (as used herein, "Dollar Store" would mean a discount, 99 cents store or "dollar" store which sells general merchandise, including by way of example and not in limitation, stores such as "Fred's", "Big Lots", "99 Cents Only", "Dollar Store", "Dollar General" or "Family Dollar").

Neither Landlord, nor any of its officers, directors, trustees, members or partners shall sell or transfer any interest in the Project if the intended use after such sale would violate this Article.

The foregoing restrictions set forth in this Article 31 shall not apply to the Existing Leases, if and only to the extent that as of the Date of Lease, the terms of the Existing Leases permit the exclusive uses described in this Article 31 and only until the expiration of the term or the earlier termination of the Existing Leases in accordance with the provisions thereof as of the Date of Lease.

#695874 v1

CPs

EXHIBIT E-1

(b) As used in this Lease:

(i) the term "pharmacy prescription department" shall include the dispensing, distribution or furnishing of prescription drugs by physicians, dentists, other health care practitioners and counselors, or entities such as health maintenance organizations for a fee or profit and a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer. A "pharmacy prescription department" shall not include the distribution or furnishing of free samples of prescription drugs by physicians, dentists, other health care practitioners, or entities such as clinics or health maintenance organizations.

(ii) the term "retail health center" shall include such operations as Tenant's "Minute Clinic" or other similar use providing walk-in, non-traumatic medical services, but specifically excluding physician, dentistry, or other health care offices or practitioners that are separately operated and not located inside any retail store or establishment.

(iii) the term "incidental sales" shall mean sales derived from not more than five (5) percent of floor area dedicated to the sale or display of the restricted sale item.

(c) If any of the provisions of this Article shall be violated (herein an "Exclusive Use Violation"), and Landlord shall not cure such Exclusive Use Violation within 60 days after receipt of Tenant's notice thereof, Tenant, at any time thereafter, upon 10 days prior written notice to Landlord, may either: (i) terminate this Lease; or (ii) pay to Landlord Fixed Rent reduced to a level equal to 50% of Fixed Rent due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as the Exclusive Use Violation is permanently cured.

(d) The immediately preceding paragraph notwithstanding, if an Exclusive Use Violation shall occur solely as a result of any action taken by a tenant of the Project, Landlord shall use commercially reasonable efforts to enforce, by legal action if necessary, such exclusive rights; and provided that Landlord did not contribute to the creation of such breach, Landlord's failure to succeed in enforcing such rights shall not be a default hereunder, and Tenant's only remedy shall be to terminate this Lease, which remedy Tenant may not invoke until Three Hundred Sixty-five (365) days after Tenant shall notify Landlord of such violation. Landlord agrees that any lease hereafter entered into for space in the Project shall prohibit the applicable tenant from violating Tenant's exclusive rights as set forth in this Article 31. Such lease provisions, when provided to Tenant, shall be evidence that Landlord did not contribute to the creation of any breach of Tenant's rights hereunder.

32. [Intentionally omitted].

#695874 v1

EXHIBIT E-2

EXHIBIT E-1

CVS APPROVAL LETTER



One CVS Drive
Woonsocket, RI 02895

February 18, 2016

Market & Noe Center
ATTN: Mr. Kent Jeffrey
36 Orange Avenue
Larkspur, California 94939

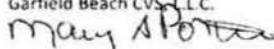
RE: **GARFIELD BEACH CVS, L.L.C. (CVS#10036L01)**
2280 Market Street
San Francisco, California

Dear Mr. Jeffrey:

Garfield Beach CVSS, L.L.C. ("CVS") approves your proposal for GoHeath Urgent Care Clinic to operate in the former Radio Shack space at the above referenced location, as shown in the attached photos and detailed in your February 15, 2016 letter and attached to this Letter Agreement. Our consent for such use is conditional upon the following:

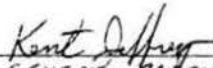
1. This approval is personal to this tenant only and only in the location shown on the attached photos. There shall be no change in the location of such use without first obtaining CVS consent.
2. The construction schedule and construction staging map, if any, shall be provided to CVS for review and approval prior to any work being done. CVS shall have fifteen (15) business days from receipt of such notice to respond.
3. This approval does not grant permission to lease to any retail health center in the future without first obtaining CVS consent.
4. Any construction work shall not take place between November 15th and January 15th of the following year.
5. This approval is not effective until you have indicated your acknowledgment of the above by executing and returning one copy of this letter to the undersigned.
6. Landlord is to send notice of the start of construction to Lease Administration at the address above, with a copy to the CVS store manager, at least two (2) weeks prior to the start of construction, or CVS' approval will be null and void.

Should you have any questions regarding the above, do not hesitate to contact me at (401)770-7519 or mary.porter@cvshealth.com.

Sincerely,
Garfield Beach CVS, L.L.C.


Mary A. Porter
Lease Administrator

CONSENT AND AGREEMENT
Market & Noe Center

BY: 
TITLE: GENERAL PARTNER
DATE: 2/19/16

cc: Stephen LaBonge, John Culbreth, Scott Rutherford, S/L #10036L01

Sent via UPS Second Day Air

CVS pharmacy / caremark / minute clinic / specialty

EXHIBIT E-1-1

EXHIBIT F

RULES AND REGULATIONS

As long as the Rules and Regulations are uniformly enforced, Tenant agrees to the following:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes. If change in location is required, approval of Landlord must be obtained.

2. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules as in the judgment of Landlord are necessary for the proper operation of the Building.

3. All garbage and refuse shall be kept in sealed plastic garbage bags and shall be placed within the area designated for refuse collection. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

4. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Building without prior written consent of Landlord.

5. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

6. Tenant shall not place or permit any obstructions or merchandise in areas adjoining the Premises or Building.

7. Tenant and Tenant's employees shall park their cars only in those portions of the parking area for the Building, if any, designated for that purpose by Landlord. The Building parking (if any) is for the benefit of the customers and patrons of the tenants and occupants of the Building. No cars may be left overnight or serviced on the parking lot for the Building.

8. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind such as detergents shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents, or invitees shall, have caused it.

9. Tenant shall use, at Tenant's cost, such pest extermination as Landlord may reasonably require.

10. Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Building.

EXHIBIT F-1

11. Tenant shall not change (whether by alteration, replacement, rebuilding or otherwise) the exterior color and/or architectural treatment of the Building, or any part thereof without Landlord's approval.

12. Tenant shall not use or permit to be used, the sidewalk adjacent to, or any other space outside, the Building for display, sale or any other similar undertaking.

13. Tenant shall not use, or permit to be used, any advertising medium which may be heard outside the Building or which does not comply with the Rules and Regulations then in effect.

14. Tenant shall not perform any act or carry on any practice, which may damage, mar or deface the Building.

15. Tenant shall not place a load on any floor in the Premises exceeding the floor load per square foot, which such floor was designed to carry, or install, operate or maintain therein any heavy item of equipment except in such manner as to achieve a proper distribution of weight.

16. Tenant shall not install, operate or maintain in the Premises any electrical equipment which will overload the electrical equipment or the electrical system, or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by Landlord in light of the overall system and requirements therefor in the Building or which does not bear Underwriters Laboratory approval.

17. Tenant may hire, pay for and supervise any security system, individual or company which Tenant may desire. Landlord shall not be liable for the acts, errors, or omissions of such security system, individual, or company. Any company or individual providing such services shall be licensed, bonded and insured or self-insured.

18. Landlord reserves the right with thirty (30) days prior written notice to Tenant to alter, change and/or modify the Rules and Regulations at any time and from time to time in a reasonable and nondiscriminatory manner, provided such amendments shall not increase Tenant's obligations or monetary responsibilities hereunder and are not inconsistent with the terms and provisions of this Lease.

EXHIBIT F-2