

TRIPLE NET OFFICE LEASE

THIS TRIPLE NET OFFICE LEASE (this “Lease”) made as of the date set forth in Section 1 of the Summary of Basic Lease Information (the “Summary”), below, is made by and between DOC-11045 Lansing Circle MOB, LLC, a Wisconsin limited liability company, or its assigns (“Landlord”) and Douglas County, Colorado, a body politic and a political subdivision of the State of Colorado (“Tenant”).

SUMMARY BASIC LEASE INFORMATION

BASIC LEASE PROVISIONS	DESCRIPTION
1. Effective Date	_____
2. Building	11045 Lansing Circle, Englewood, CO 80112 (the “Building”), on the real property legally described in <u>Exhibit A</u> .
3. Premises	Approximately 82,000 rentable square feet of the Building, consisting of the following: (i) approximately 27,334 rentable square feet of space on the first (1st) floor (“Floor One”), (ii) approximately 27,333 rentable square feet of space on the second (2nd) floor (“Floor Two”), and (iii) approximately 27,333 rentable square feet of space on the third (3rd) floor (“Floor Three”) (and as more particularly identified on <u>Exhibit B</u>).
4. Term (Section 1)	
4.1 Length of Term	Fifteen (15) years
4.2 Commencement Date	The earlier of (i) the date upon which Landlord receives a certificate of occupancy or analogous document for the Floor Two and Floor Three Tenant Work, as issued by the appropriate governmental authority, or (ii) June 1, 2025, with the exact date being established by Landlord via written notice to Tenant once the Commencement Date has been determined in accordance with Section 11.4.
5. Rent (Section 2)	
5.1 Base Rent	\$107,054.25 (per month, for the first (1st) Lease Year only)
5.2 Annual Base Rental Rate	\$23.50/r.s.f.
5.3 Annual Escalations	3% of the then-current amount of the Base Rent.
5.4 Operating Costs	\$8.45/r.s.f. Operating Costs above are ESTIMATED for first Lease Year. The amount of Operating Costs and any applicable tax on Rent may vary for the first Lease Year and are likely to increase in subsequent Lease Years.
6. Tenant’s Proportionate Share (Section 3.2)	100.00%, which is subject to adjustments pursuant to Section 3 of the Lease.
7. Security Deposit (Section 3.5)	\$500,000.00
8. Approved Services (Section 4)	<u>Counseling and judicial service functions, as well as general administrative offices</u>
9. Floor One Tenant Improvement Allowance (Section 25)	\$85.00 per rentable square foot of Floor One, subject to the terms and conditions of Section 25 of the Lease.

10. Tenant's Notice Address (Section 20)

Before Commencement Date:

_____, _____
Attention: _____

After Commencement Date:

_____, _____
Attention: _____

11. Guarantor (Exhibit E)

N/A

This Summary shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of those terms identified in the Summary.

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TRIPLE NET OFFICE LEASE

THIS LEASE is entered into by and between the Landlord and Tenant as of the Effective Date set forth in Section 1 of the Summary.

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant as hereinafter set forth, hereby leases to Tenant and Tenant hereby leases from Landlord the premises set forth in Section 3 of the Summary (the "**Premises**") of that certain Building described in Section 2 of the Summary ("**Building**"), for the term and upon the conditions and agreements hereinafter set forth ("**Lease**"). This Lease shall constitute a binding agreement between the parties effective as of the Effective Date.

SECTION 1. TERM

The commencement date ("**Commencement Date**") of the term of this Lease shall be that date set forth in Section 4.2 of the Summary, unless Landlord otherwise notifies Tenant in writing due to changes in Tenant's expected or actual occupancy date. The Commencement Date specified in such writing shall be binding on Landlord and Tenant. The length of the term of this Lease shall continue as further described in Section 4.1 of the Summary (plus any partial calendar months in which the Commencement Date falls) (such term and any extensions or renewals hereof, hereinafter called the "**Term**"). "**Lease Year**" means either (a) if the Commencement Date is on the first (1st) day of a calendar month, the twelve (12) consecutive calendar month period that begins on the Commencement Date (the start of the first (1st) "**Lease Year**") and each twelve (12) consecutive calendar month period thereafter (for the remainder of the Term) that begins on an anniversary of the Commencement Date or (b) if the Commencement Date is on a date other than first (1st) day of a calendar month, the first (1st) "**Lease Year**" shall commence on the Commencement Date and continue to the Rent Payment Date (defined below) that immediately follows the anniversary of the Commencement Date (i.e., the first (1st) "**Lease Year**" shall be a period of greater than twelve (12) months but less than thirteen (13) full months) and, thereafter (for the remainder of the Term), each successive "**Lease Year**" shall be the twelve (12) consecutive calendar month period that begins on the aforementioned Rent Payment Date or an anniversary thereof. For the avoidance of doubt, the initial Term shall end on the last day of the last month of the initial Term.

SECTION 2. RENT

2.1 **Base Rent.** During the Term, Tenant shall pay to Landlord Base Rent as set forth in Section 5.1 of the Summary, at the Annual Base Rental Rate identified in Section 5.2 of the Summary multiplied by the number of rentable square feet of the Premises (such sum is hereafter referred to as "**Base Rent**"), together with Additional Rent (as defined in Section 3.1). Base Rent shall be payable in monthly installments in advance without notice, demand, setoff or deduction and all such installments shall be paid to Landlord or its managing agent in U.S. Dollars. In no event shall Tenant have the right to withhold any Rent (as defined in Section 3.1) for any length of time regardless of whether any dispute exists relating to this Lease, the Premises, the Building or Tenant's occupancy of the Premises or the Building. Except as otherwise provided in Section 11, the first (1st) monthly installment of Base Rent shall be due on the Commencement Date and, thereafter, such monthly installments shall be due on the first (1st) day of each calendar month (each such date, a "**Rent Payment Date**"). If Tenant's obligation to pay Base Rent relates to only a part of a month at the beginning or the end of the Term, Tenant shall pay Landlord a proportionate part of the applicable monthly installment for each such partial month, which shall be payable at the same time as the first or last (as applicable) monthly installment is due under this Lease. After the first (1st) Lease Year, upon the commencement of each subsequent Lease Year during the Term of the Lease (each such commencement, an "**Adjustment Date**"), Base Rent shall be increased pursuant to Section 5.3 of the Summary ("**Annual Escalation**").

Notwithstanding anything herein to the contrary, Tenant shall not be obligated to pay Rent, only as it relates to Floor One, in the first (1st) Lease Year of the Term. Effective as of the first anniversary of the Commencement Date, (i) the Annual Base Rental Rate shall be \$24.21 multiplied by the number of rentable square feet of the entire Premises in the second (2nd) Lease Year of the Term, and shall increase annually on each anniversary thereof by three percent (3%) over the then-current amount of the Annual Base Rental Rate, and payable pursuant to this Section 2; and (ii) Tenant's Proportionate Share of Operating Costs shall be the amount determined by Landlord pursuant to Section 3 multiplied by the number of rentable square feet of the entire Premises, and payable pursuant to this Section 2 and subject to Section 3. For the avoidance of doubt, effective as of the Commencement Date, Tenant shall be obligated to pay Rent, only as it relates to Floor Two and Floor Three, pursuant to this Section 2 and subject to Section 3 and as more particularly described on Exhibit F.

2.2 **Tenant Taxes.** Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Rent payments or otherwise charged or assessed based on Tenant's occupancy of the Premises or with respect to the personal property, trade fixtures, furniture and facilities of the Tenant or the business or income of the Tenant on and from the Premises (collectively, "**Tenant Taxes**"). If Landlord incurs any costs with respect to Tenant Taxes, such payments shall be reimbursed to Landlord in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid to Landlord concurrently with the payment of the Rent upon which such tax is based. To the extent permitted by applicable law, Tenant shall indemnify and hold Landlord harmless from and against payment of Tenant Taxes and against all loss, costs, charges and expenses occasioned by or arising from any and all Tenant Taxes, and Tenant shall promptly deliver to Landlord for inspection, upon written request of the Landlord, evidence satisfactory to Landlord of any such payments. Notwithstanding anything to the contrary contained herein, so long as Rent and all other amounts due under this Lease are exempt from any sales and excise taxes by virtue of Tenant being in possession of a state-issued certificate of exemption, Tenant shall not be required to remit to Landlord for transmission to the appropriate taxing authorities any sales and excise tax on the Rent and any other amounts payable under this lease. Prior to the Commencement Date of the Lease, and at any time upon Landlord's written request, Tenant shall provide documentation establishing and/or confirming such exemption to Landlord.

SECTION 3. ADDITIONAL RENT

3.1 Additional Rent. In addition to Base Rent, Tenant shall pay Landlord “**Additional Rent**”, which term shall include the following:

- (a) “Tenant’s Proportionate Share” of “Operating Costs”.
- (b) any sum owed for separately metered utilities, including, without limitation, electricity, or as a Surcharge (as defined in Section 5); and
- (c) any other sums owed by Tenant pursuant to this Lease or otherwise arising in connection with Tenant’s occupancy of the Premises.

Base Rent and Additional Rent shall hereinafter be collectively referred to as “**Rent**”.

3.2 Proportionate Share. “**Tenant’s Proportionate Share**” shall mean the rentable area of the Premises divided by the rentable area of the Building on the last day of the calendar year for which Operating Costs (as defined in Section 3.4) are being determined. Except as provided expressly to the contrary herein, the rentable area of the Building shall include all rentable area of all space leased or suitable for lease in the Building, which Landlord may reasonably re-determine from time to time, to reflect any re-configurations, additions or modifications to the Building. If the Building, or any development of which it is a part, shall contain non-office uses, Landlord shall have the right to determine in accordance with sound accounting and management principles, Tenant’s Proportionate Share for only the office portion of the Building or of such development, in which event, Tenant’s Proportionate Share shall be based on the ratio of the rentable area of the Premises to the rentable area of such office portion. If the Building shall be part of or shall include a complex development or group of buildings or structures collectively owned, leased or managed by or on behalf of Landlord or any of its affiliates, Landlord may allocate among the buildings within the complex or group of buildings those categories of Operating Costs which relate to any facilities which are for the common use or benefit of the complex or group of buildings, among such buildings in accordance with sound accounting and management principles. Such common use or benefit facilities shall include, but shall not necessarily be limited to, parking facilities and driveways, sidewalks, connecting bridges and corridors, lobbies, foyers and other public areas, maintained for the common benefit and use of buildings within the complex or group. For purposes of determining Tenant’s Proportionate Share, but subject to Landlord’s right to re-determine the rentable area of the Building from time to time pursuant to this Section 3, Landlord has calculated the rentable area in the Premises and the Building in its reasonable discretion with respect to the layout of multi-tenant floors. In the event of special circumstances where a component of Operating Costs is not being used by or should not be allocated to all tenants in the Building (i.e., a tenant in the Building other than Tenant is tax exempt and renders that tenant’s premises exempt from real estate taxes or another tenant in the Building has electricity separately metered to its premises), the Landlord may recalculate the Tenant’s Proportionate Share with respect to such special circumstances in Landlord’s reasonable discretion (e.g., in the case of a portion of the Building which is exempt from real estate taxes, Tenant’s Proportionate Share of real estate taxes for the Building would be a fraction, the numerator of which shall be the gross rentable area of the Premises and the denominator of which shall be the gross rentable area in the Building less the gross rentable area in the Building exempt from real estate taxes, in each case as determined by Landlord). The rentable area in the Premises as set forth on Page 1 of this Lease is hereby stipulated to be the rentable area of the Premises for all purposes under this Lease, whether the same should be more or less as a result of minor variations resulting from actual construction and completion of the Premises and for actual occupancy; provided, however, in the event Landlord re-measures the Premises in accordance with commercially reasonable procedures and if the rentable area of the Premises is different than above stated, Landlord may give Tenant written notice of the change and the new number of square feet shall become the rentable area of the Premises for all purposes effective as of the date of such notice.

3.3 Payment of Tenant’s Proportionate Share of Operating Costs. Tenant shall be responsible for and shall pay Tenant’s Proportionate Share of Operating Costs for all periods during the Term of this Lease, regardless of whether its Proportionate Share of Operating Costs is more or less than any estimate thereof provided by Landlord.

(a) By the first (1st) day of each month during the Term of this Lease, in addition to Base Rent due hereunder at such time, Tenant shall pay a monthly installment equal to one-twelfth (1/12th) of Tenant’s Proportionate Share of Operating Costs. Before the beginning of each calendar year during the Term, Landlord may furnish Tenant with a statement of Landlord’s estimate of Tenant’s Proportionate Share of Operating Costs for such calendar year. If Landlord fails to deliver such statement prior to January 1 of the applicable year, Tenant shall pay each month one-twelfth (1/12th) of Tenant’s Proportionate Share of Operating Costs for the prior year, if any, until such statement is received. If Landlord furnishes Tenant such a statement, to the extent the new estimate is greater than or less than the estimates paid to date for such calendar year, a lump sum payment or credit shall be made in the next monthly payment to adjust for such differential and thereafter Tenant shall thereafter pay each month one-twelfth (1/12th) of Tenant’s Proportionate Share of Operating Costs as set forth in the new estimate.

(b) Within ninety (90) days after the end of each calendar year during the Term, Landlord shall furnish to Tenant a statement of actual Operating Costs and Tenant’s Proportionate Share of Operating Costs for the previous calendar year (provided Landlord’s right to collect Tenant’s Proportionate Share of Operating Costs shall not be affected if Landlord fails to deliver such statement within such ninety (90) day period). A lump sum payment will be made by Tenant, within thirty (30) days of the delivery of that statement, equal to the excess, if any, of the actual amount of Tenant’s Proportionate Share of Operating Costs over all amounts paid by Tenant with respect to Tenant’s Proportionate Share of Operating Costs for the preceding calendar year. If the amount of Tenant’s Proportionate Share of the Operating Costs is less than the estimated amounts paid by Tenant with respect to Tenant’s Proportionate Share of Operating Costs for such calendar year, Landlord shall apply the difference (the “**Overage**”) to the next accruing installment of Rent due hereunder or, if necessary, subsequently accruing installments of Rent until the entire Overage amount is credited; provided that if the Term of this Lease has expired at the time Landlord’s Statement is delivered, Landlord shall refund the amount of any Overage within thirty (30) days of the issuance of Landlord’s Statement.

(c) In the event Tenant’s Proportionate Share of Operating Costs for the final calendar year of the Term is not finally calculated until after the expiration of the Term, then Tenant’s obligation to pay the same and Landlord’s obligation to refund any Overage shall

survive the expiration or termination of this Lease. Accordingly, Landlord shall have the right to continue to hold without interest Tenant's Security Deposit, if any, following expiration of the Term until Tenant's Proportionate Share of Operating Costs has been paid in full, unless an alternative security (letter of credit or otherwise) is furnished to the satisfaction of Landlord. Tenant's Proportionate Share of Operating Costs for the calendar years in which the Term commences and ends, if any, shall be prorated on the basis of the number of days of the Term within each such calendar year.

3.4 **Operating Costs Defined.** "Operating Costs" shall mean all amounts paid or payable, whether by Landlord or by others on behalf of Landlord, arising out of the ownership, management, maintenance, operation, repair, replacement and administration of the Building and the land upon which the Building is located and any parking areas and facilities associated with the Building, including, without limitation:

(a) subject to the terms and conditions set forth in Section 2.2, the cost of all real estate, personal property and other ad valorem taxes, parking surcharges, any tax or excise on rents, any franchise or gross margins tax, any tax or charge for governmental services (such as street maintenance or fire protection), any tax or charge now or hereafter implemented and reasonably determined by Landlord to have been assessed in lieu of the whole or part of any of the foregoing-described amounts, and any other levies, charges, impact fees and local improvement rates and assessments whatsoever assessed or charged against the Building, the land upon which the Building is located, the equipment and improvements contained therein or thereon, or on or in any part thereof, by any lawful taxing authority (collectively, "Taxes"), including all costs associated with the appeal of any assessment on Taxes;

(b) the cost of insurance obtained by Landlord, including, but not limited to, property insurance, liability insurance, rent interruption insurance, insurance endorsements applicable to green buildings or related to the certification or recertification of the Building in accordance with standards applicable to the U.S. Environmental Protection Agency's ENERGY STAR rating, the Green Building Initiative's Green Globes for Continual Improvement of Existing Buildings (Green Globes™ CIEB), the U.S. Green Building Council's LEED Green Building Rating System, the Building Owners and Managers Association (BOMA) International's 360 Performance Program or the Building Owners and Managers Association of Canada's Building Environmental Standards or any comparable rating, certification or performance program now or hereafter in existence ("Third Party Sustainability Standards"), and any deductible amount applicable to any claim made by Landlord under any such insurance;

(c) the cost of security, landscaping, window cleaning, garbage removal, trash removal and all of the services provided to Tenant and other tenants of the Building by Landlord pursuant to Section 5 and the comparable provisions of other tenant leases (other than any services which are separately billed to Tenant or any other tenants);

(d) the cost of heating, ventilating and air conditioning of the (i) Common Areas of the Building ("Common Areas" being defined for purposes of this Lease as areas of the Building that provide service to Building tenants but that are not part of any tenant's leased premises, possibly including, but not limited to, lobbies, atria, security desks, conference rooms, vending areas, lounges, food service facilities, locker or shower facilities, mail rooms, courtyards, mechanical or equipment rooms, washrooms, public corridors, elevators and stairwells), and (ii) the Premises and other rentable space in the Building, if the Building is equipped with a central or any shared heating, ventilating and air-conditioning system;

(e) the cost of all gas, water, sewer, electricity and any other utilities used in the maintenance, operation, use and occupancy and administration of the Building (including all rentable space in the Building) and the Common Areas, excepting, however, any such utilities separately metered or sub-metered to Tenant or any other tenants of the Building unless the cost of which separately metered or separately sub-metered utilities is the responsibility of Landlord;

(f) commercially reasonable amounts paid or payable for all personnel involved in the management, repair, maintenance, operation, leasing, security, supervision or cleaning of the Building, any Common Areas and the rentable space within the Building in accordance with Section 5 and the comparable provisions of other tenant leases, including fringe benefits, unemployment and workmen's compensation insurance premiums, pension plan contributions and other employment costs, as well as the cost of engaging independent contractors to perform any of the foregoing services;

(g) auditing, accounting and legal fees and costs related to the Building;

(h) the cost of repairing, replacing, operating and maintaining the Building, the Common Areas of the Building and the Premises and other rentable space in the Building to the extent provided by Landlord in accordance with Section 5 and the comparable provisions of other tenant leases, and the equipment serving the Building, including Common Areas, the Premises and other space;

(i) the costs of the rental of any equipment and signs (not including Tenant's signage);

(j) all management and administrative costs and fees;

(k) costs incurred by Landlord in making capital expenditures or other modifications to the Building or any part of the Building complex which (i) are designated to reduce Operating Costs or otherwise save energy or (ii) are required under any governmental laws, regulations, or ordinances which were not applicable to the Building at the time it was constructed (other than the Americans With Disabilities Act). In the case of capital expenditures or modifications intended to reduce Operating Costs or otherwise save energy, the costs incurred by Landlord will be amortized over the "payback period" of such improvements or modifications. For capital expenditures or modifications required as a result of revisions to governmental laws, regulations, or ordinances, the costs will be amortized over the useful life of such improvements or modifications as determined by Landlord applying sound accounting practices, not exceeding ten (10) years. Interest on the unamortized costs of

any such improvements or modifications (at the prevailing construction loan rate available to Landlord on the date such costs were incurred) shall also be included in Operating Costs;

(l) costs incurred by Landlord to conduct any environmental tests required by municipal, county, state or federal law, including administrative agencies, or by Landlord;

(m) without duplication of any of the foregoing, if the Building is subject to the condominium form of ownership, all condominium assessments, fees and charges levied against or attributable to the condominium units in the Building; and recycling expenses, sustainability and energy management services, carbon trading or offset costs ensuring compliance by the Building with greenhouse gas emission levels or energy consumption or conservation levels mandated by applicable law, and carbon taxes, fees, charges, and assessments levied against Landlord or the Building related to the consumption of energy;

(n) any costs of applying, reporting and commissioning the Building or any part thereof to seek certification under any Third Party Sustainability Standard applicable to the Building at any time, and any costs of maintaining, managing, reporting, commissioning, and recommissioning the Building or any part thereof that is rated, certified or otherwise labeled under any Third Party Sustainability Standard applicable to the Building at any time;

(o) if the Building contains any facility that generates all or any portion of the electricity used by the Building, then, if Landlord so requests, Tenant shall acquire its electric supply from that facility and Operating Costs shall include all costs of operating, equipping, maintaining, and repairing the electricity generating and distribution equipment, including without limitation utility standby fees (such costs not to exceed the amount Landlord or Tenant would have paid to a third-party utility for the same electric service at the utility's rate schedule); and

(p) all other expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in respect to or in connection with the operation and maintenance of the Building and which are usually considered "**operating expenses**" of a commercial office building in accordance with generally accepted accounting practices, consistently applied (including, if the Building is subject to a condominium form of ownership, all assessments, fees and charges relating to such condominium form of ownership or condominium units).

Notwithstanding anything above to the contrary, "**Operating Costs**" shall not include the following:

(1) Cost of any work or service provided to any tenant of the Building that is in addition to that which Landlord is obligated or permitted to provide to Tenant under the provisions of this Lease or the comparable provisions of the other tenant leases of the Building which costs are separately billed to such specific tenants.

(2) Costs of repairs or other work occasioned by fire, windstorm or other casualty or condemnation, to the extent reimbursed to Landlord by insurers or by governmental authorities in eminent domain.

(3) Leasing commissions, costs and disbursements incurred in connection with negotiations for leases with tenants, or prospective tenants of the Building and similar costs incurred in connection with disputes between Landlord and tenants or prospective tenants in the Building including attorneys fees incurred in connection therewith.

(4) Costs incurred in renovating, decorating, redecorating or otherwise improving unoccupied but leasable space in the Building.

(5) Costs of correcting defects in the construction of the Building, except that for the purposes hereof conditions resulting from ordinary wear and tear and use, fire, casualty, vandalism and other matters not occasioned by construction defects shall not be deemed to be defects.

(6) Depreciation and amortization, except as provided in Section 3.4(a) – (p) above.

(7) Costs (including penalties, fines and associated legal expenses) incurred due to the violation by Landlord of the terms and conditions of this Lease or of the leases of other tenants in the Building. Notwithstanding the foregoing, interest penalties, reasonable legal fees and other expenses incurred in connection with assessments or taxes which are reasonably contested by Landlord shall be included in Operating Costs.

(8) Fees and other compensation paid to any affiliate of Landlord for services on or to the Building to the extent that the costs of such services exceed competitive costs for such services rendered by persons or entities of similar skill, competence and experience who are not affiliates of Landlord.

(9) Interest on debt or amortization payments on any mortgages.

If the Building is not at least ninety percent (90%) occupied during any calendar year, "**Operating Costs**" shall be determined as if the Building had been ninety percent (90%) occupied during each such calendar year.

3.5 Security Deposit. Tenant will deposit with Landlord upon Tenant's execution of this Lease the sum set forth in Section 7 of the Summary as security for the performance by Tenant of all of Tenant's obligations hereunder (the "**Security Deposit**"). No interest shall be paid upon the Security Deposit nor shall Landlord be required to maintain the deposit in a segregated account, unless required by applicable law. In the event that Tenant shall default in the full and faithful performance of any of the terms hereof, then Landlord may, without notice, either retain the Security Deposit as liquidated damages or retain the same and apply it toward any damages sustained by Landlord, including, but not limited to, actual, consequential or other damages arising from Tenant's default, including, but not limited to, any past due Rent. In the event of bankruptcy or other debtor-creditor proceedings, either voluntarily or involuntarily instituted by or against Tenant, the Security Deposit shall be deemed to be applied in the following order: to damages, obligations and other charges, including any damages sustained by Landlord, other than unpaid rent, due to Landlord for all periods prior to the filing of such proceedings; to accrued and unpaid rent prior to the filing of such proceeding; and thereafter to actual damages, obligations, other charges and damages sustained by Landlord and rent due the Landlord for all periods subsequent to such filing. In the event of a sale of the Premises or all or any portion of the Building, Landlord shall have the right to transfer the Security Deposit to the buyer, and Landlord shall thereupon be relieved of all obligations to return the Security Deposit to Tenant, and Tenant agrees to look solely to the buyer for the return of the Security Deposit. If Tenant fully complies with all of the terms hereof, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days after expiration of this Lease, including any renewal thereof, subject to the provisions of Section 3.3(c) above.

SECTION 4. USE OF PREMISES

4.1 Permitted and Prohibited Uses. The Premises shall continuously and at all times during the Term be used and occupied by Tenant only as more particularly identified and limited on Exhibit C attached hereto and incorporated by reference herein and for no other purpose. Subject to Section 12, Tenant shall have access to the Premises 24 hours per day 7 days per week.

4.2 Compliance with Legal Requirements. Tenant shall act in accordance with and not violate any restrictions, easements, covenants of record or ground leases (or other leases under which Landlord is the tenant or lessee) affecting the Premises, the Building or the real property on which the Building is located. Tenant shall not use or occupy the Premises in violation of law or of the Certificate of Use or Occupancy issued for the Building of which the Premises are a part, and shall immediately discontinue any use of the Premises which is declared by either any governmental authority having jurisdiction or the Landlord to be a violation of any law, code, regulation or a violation of said Certificate of Use or Occupancy. Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or with respect to the use or occupancy thereof.

4.3 Hazardous Acts; Waste; Nuisance.

(a) Tenant shall not do nor permit to be done anything which will invalidate or increase the cost of any property and extended coverage insurance policy covering the Building and/or property located therein, and shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this paragraph.

(b) Tenant shall not do nor permit anything to be done in, on or about the Premises which would in any way obstruct or interfere with the rights of other tenants or occupants of the Building, or use or allow the Premises to be used for any immoral, unlawful or objectionable purpose, nor shall Tenant maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Premises.

(c) Tenant shall not materially adversely affect (as determined by Landlord) the indoor air quality of the Premises or the Building. The preceding sentence shall apply to the use of the Premises, the type of equipment, furniture, furnishings, fixtures and personal property that may be brought into the Premises by Tenant or its agents, representatives, employees, contractors, or invitees, the standard of maintenance required for the Premises, and compliance with any smoking policy now or hereafter adopted for the Building by Landlord or required by law.

(d) Tenant covenants and agrees, at its sole cost and expense: (a) to comply with all present and future laws, orders and regulations of the federal, state, county, municipal or other governing authorities, departments, commissions, agencies and boards regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish and other refuse (collectively, "trash"); (b) to comply with any recycling policy established by Landlord as part of Landlord's sustainability practices where such policy may be more stringent than applicable law; (c) to sort and separate its trash and recycling into such categories as are provided by law or Landlord's sustainability practices; (d) that each separately sorted category of trash and recycling shall be placed in separate receptacles as directed by Landlord; (e) that Landlord reserves the right to refuse to collect or accept from Tenant any trash that is not separated and sorted as required by law or by Landlord's own sustainability practices, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord; and (f) that Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section. Tenant shall provide Landlord annually or at such other times as Landlord may reasonably request with waste manifests for all waste that left the Building under Tenant's control, including, without limitation, off-site paper shredding and electronic waste.

SECTION 5. BUILDING SERVICES AND MAINTENANCE

5.1 Landlord's Services. Landlord will provide all of the following utilities and services:

(a) Electricity and water for the Premises, as reasonably necessary for the uses permitted under this Lease, except to the extent those utilities are separately metered or submetered to the Premises;

(b) Heat and air-conditioning as reasonably necessary for Tenant's comfortable use and occupancy of the Premises during normal business hours. The term "normal business hours" shall mean the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, excluding legal holidays;

(c) Unless the Premises are equipped with a water heater, hot water at those points of supply provided for the general use of Tenant and other tenants of the Building;

(d) General janitorial and cleaning services for the Premises and Common Areas, five (5) days per week, Monday through Friday, excluding legal holidays;

(e) Building-standard light bulb replacement in the Premises and Common Areas;

(f) Elevator service during normal business hours, if the Building is equipped with elevator(s);

(g) Exterior window cleaning, cleaning and snow and ice removal services for the parking areas and walk ways serving the Building, to the extent deemed necessary in Landlord's reasonable judgment; and

(h) Normal maintenance and servicing of toilets, sinks and faucets located within the Premises; provided that Landlord shall not be responsible for any repair, maintenance or servicing required on account of misuse of any of the foregoing or the disposal of foreign materials or substances not intended to be disposed in toilets or sinks, all of which shall be the sole responsibility of Tenant.

5.2 Utility Services; Damage to Tenant's Property. Tenant shall submit to Landlord energy and water consumption data (including without limitation total usage and total charges as they appear on any electric, gas, water, and other utility bills Tenant receives) for the Premises in a format reasonably acceptable to Landlord and at such intervals as Landlord may reasonably request. If Tenant requires or utilizes more water or electric power than is considered reasonable or normal by Landlord, Landlord may reasonably determine and require Tenant to pay as Additional Rent, the cost incurred as a result of such additional usage, including without limitation any excess utility charges, sales or other taxes, and resultant increases in electricity charges or carbon offsets ("**Surcharge**"). Tenant agrees to pay at Landlord's request all separately metered or sub-metered utilities required and used by Tenant in the Premises. Landlord may require one or more separate meter(s) or separate sub-meter(s) to be installed or used for any of Tenant's utilities, including, but not limited to, water and electric power. Landlord reserves the privilege of stopping any or all utility services in case of accident or breakdown, or for the purpose of making alterations, repairs or improvements. Landlord shall not be liable for the failure to furnish or delay in furnishing any or all of such services when same is caused by or is the result of (a) strikes, labor disputes, labor, fuel or material scarcity, or governmental or other lawful regulations or requirements; (b) the failure of any corporation, firm or person with whom the Landlord may contract for any such service, or for any service incident thereto, to furnish any such service; (c) the making of any alterations, repairs or improvements as described in the preceding sentence; (d) any act or omission of Tenant; or (e) any other cause other than the gross negligence of the Landlord; and the failure to furnish any of such services in such event shall not be deemed or construed as an eviction or relieve Tenant from the performance of any of the obligations imposed upon Tenant by this Lease, including its obligation to pay Rent. Landlord shall not be responsible for the failure of any equipment or machinery to function properly on account of any interruption of such services. Tenant shall be solely responsible for and shall promptly pay all charges for telephone, computer, broadcast, and other communication or information services.

5.3 Medical and Hazardous Waste.

(a) Notwithstanding the generality of 5.1(d) and 5.1(h), Tenant, at Tenant's sole cost and expense, shall be responsible for medical, special and infectious waste removal for the Premises and the maintenance and storage thereof pending removal, all in accordance with all applicable laws, regulations and orders. Tenant shall not cause or permit the release, storage or disposal of any Hazardous Materials (as defined herein), substances, wastes or materials, or any medical, special or infectious wastes, on or about the Premises or the Building except in accordance with all applicable laws and as expressly permitted by Landlord, provided that in no event shall Landlord's permission be deemed to be granted if such permission would be in conflict with applicable law. "**Hazardous Materials**" means all flammable explosives, petroleum and petroleum products, waste oil, radon, radioactive materials, toxic pollutants, asbestos, polychlorinated biphenyls ("**PCBs**"), medical waste, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including without limitation any chemical, element, compound, mixture, solution, substance, object, waste or any combination thereof, which is or may be hazardous to human health, safety or to the environment due to its radioactivity, ignitability, corrosiveness, reactivity, explosiveness, toxicity, carcinogenicity, infectiousness or other harmful or potentially harmful properties or effects, or defined as, regulated as or included in, the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any Environmental Laws. The term "**Hazardous Materials**" for purposes of this Lease shall also include any mold, fungus or spores, whether or not the same is defined, listed, or otherwise classified as a "hazardous material" under any Environmental Laws, if such mold, fungus or spores may pose a risk to human health or the environment or negatively impact the value of the Premises. Tenant shall comply with all rules and policies set by Landlord, and with all federal, state and local laws, regulations and ordinances which govern the use, storage, handling and disposal of hazardous substances, wastes or materials and medical, special or infectious wastes. To the extent permitted by applicable law, Tenant shall indemnify, defend and hold the Landlord Parties (as defined in Section 7.1 below) harmless from and against any claims, expenses, losses, damages, costs or liabilities arising out of or connected with Tenant's failure to comply with the terms of this Section 5.3, which terms shall survive the expiration or earlier termination of this Lease, and Tenant shall pay for the repair of any damage to pipes, plumbing, or other components of the Building caused in whole or in part by Hazardous Materials at the Premises (or by the disposal of such substances) as a result of Tenant's or any Tenant Party's use of the Premises.

(b) Tenant shall not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises and shall keep all refuse in proper containers until disposal of such refuse. Tenant shall not permit the mixing or disposal of any hazardous substances, wastes or materials or any medical, special or infectious waste with the general office refuse and Landlord shall have no duty or obligation to

remove any hazardous substances, wastes or materials or any medical, special or infectious waste from the Premises (except as provided by separate contract as set forth above in Section 5.3(a)). If requested by Landlord, Tenant shall dispose of all waste, garbage and recyclable materials in designated collection areas, in compliance with Landlord's instructions and applicable law. Tenant will dispose of, in an environmentally sustainable manner, any of Tenant's equipment, furnishings, or materials no longer needed by Tenant and shall recycle or re-use in accordance with Landlord's sustainability practices. Tenant will report such activity to Landlord from time to time upon Landlord's request. Failure to comply with this Section 5.3 can lead to penalties and fines provided for by applicable municipal code or other applicable law. Tenant shall be solely responsible for and shall pay any such penalties or fines resulting from Tenant's failure to comply with this Section 5.3.

5.4 Landlord's Repairs. Except as provided in subparagraph 5.5(b), Landlord shall maintain in good repair the Building, the Common Areas and facilities of the Building used by Tenant, the mechanical, plumbing and electrical systems of the Premises, the walls, floors, doors, windows and all structural elements of the Premises (excepting window coverings and painting and repair or replacement of floor or wall coverings). Except as otherwise specifically provided in Section 5, Landlord shall have no duty to maintain, repair, clean or service the Premises and Landlord shall not be liable for any actual, consequential or other damages, costs, liabilities or expenses with regard to maintenance, repair, cleaning or service in, about, on or of the Premises.

5.5 Tenant's Repairs.

(a) Tenant shall maintain the Premises in good repair and condition and shall make all repairs and replacements and perform all maintenance necessary to keep the Premises in such condition, except to the extent such maintenance, repairs and replacements are to be provided by Landlord pursuant to this Section 5. All maintenance and repairs made by Tenant must comply with Landlord's sustainability practices, including any Third Party Sustainability Standards adopted for the Building (provided Tenant is given notice of same), as the same may change from time to time.

(b) In addition, Tenant shall promptly repair, in a good and workmanlike manner, any damage to the Premises or other part of the Building caused by any breach of this Lease to maintain the Premises, any misuse of the Premises or any part thereof, or any willful or negligent act or omission of Tenant, or of any employee, agent or invitee of Tenant. If Tenant fails to do so, Landlord shall have the right to repair any such damage and Tenant shall pay Landlord for the cost of all such repairs, plus, if Tenant does not pay such cost within thirty (30) days of the date the repairs were made, interest at the Interest Rate (as defined in paragraph 21.9).

(c) External Equipment.

(i) If Tenant uses or operates any "External Equipment" (as hereinafter defined), Tenant, at its sole cost and expense, shall be responsible for any External Equipment (as hereinafter defined) in all respects and for all utility services used in the operation of such External Equipment. Tenant shall ensure that all use of External Equipment is in accordance with all applicable laws, codes, and regulations. Tenant shall maintain the External Equipment in good, safe repair and condition, and Tenant shall make all repairs and replacements necessary to keep the same in such condition. In particular, without limiting the generality of Tenant's maintenance obligations as set forth in the preceding sentence, Tenant shall be solely responsible for satisfying any requirements for governmental licenses or permits required for any External Equipment. Such requirements may include, but may not be limited to, standards for accreditation set by the Joint Commission ("TJC") and local or state healthcare agency requirements. Further, Tenant shall, at its sole cost and expense, promptly repair, in a good and workmanlike manner, to Landlord's reasonable satisfaction, any damage to the Premises or the Building caused in connection with or related to the External Equipment. If Tenant fails to do so within thirty (30) days after Landlord gives notice, Landlord shall have the right to repair any such damage and Tenant shall pay Landlord for the cost of all such repairs. Any payment or reimbursement due Landlord under this Section 5.5(c) shall, at Landlord's option, accrue interest at the Interest Rate (as hereinafter defined) from the date ten (10) days after such payment is due and payable until such time as paid.

(ii) If any External Equipment or any service provided to the Premises by External Equipment is shared by or is also provided by the External Equipment for the benefit of any other tenants of the Building, Tenant shall not permanently shut down or remove any such shared External Equipment without providing at least ninety (90) days prior written notice to Landlord.

(iii) As used herein, "External Equipment" shall include, but shall not be limited to, x-ray equipment, auxiliary or emergency power generating equipment and systems and oxygen and medical gas systems, fiber optics and telecommunications receiving and transmitting equipment and systems and all related cabling, wiring and piping (which Tenant shall remove at Landlord's request), and any facilities or equipment that are not normally or customarily used by a typical tenant of a standard medical office building, which (a) are located in, on or adjacent to the Building or on the land on which the Building is located or are used in connection with the Building or the Premises, and (b) are dedicated to the exclusive use of Tenant or of one or more portions of the Premises, except to the extent such External Equipment is shared with one or more other tenants of the Building. Landlord reserves the right to designate certain equipment as External Equipment in its reasonable discretion from time to time.

(iv) Tenant acknowledges and agrees that any External Equipment it uses shall be installed, used and maintained solely for Tenant's benefit (except to the extent such External Equipment is shared by any other tenants of the Building) and, notwithstanding anything in this Lease seemingly to the contrary, Landlord shall not be liable for any claims, actions, proceedings, costs, expenses, actual, consequential or other damages or other liabilities arising in any way from any External Equipment, including, but not limited to, the use, misuse, breakdown or interruption of service of same.

SECTION 6. ALTERATIONS

6.1 Alterations by Tenant. Tenant may not make any changes, alterations, improvements or additions, including without limitation, External Equipment, to the Premises or attach or affix any articles thereto without Landlord's prior written consent, which consent

Landlord shall not unreasonably withhold. All alterations, additions, or improvements which may be made upon the Premises by Landlord or Tenant (except unattached trade fixtures and office furniture and equipment owned by Tenant) shall not be removed by Tenant, but shall become and remain the property of Landlord. All alterations, improvements, and additions to the Premises (as permitted by Landlord) shall be done only by Landlord or contractors or mechanics approved by Landlord, and shall be at Tenant's sole expense and at such times and in such manner as Landlord may approve. If Tenant shall make any alterations, improvements or additions to the Premises, Landlord may require Tenant, at the expiration of this Lease, to restore the Premises to substantially the same condition as existed at the commencement of the Term. If Tenant fails to restore the Premises to Landlord's reasonable satisfaction, Landlord shall have the right to do so on Tenant's behalf and such costs incurred by Landlord shall be due from Tenant within ten (10) days after Landlord's demand. Any security deposit held by Landlord may, at Landlord's option, be credited against the amount payable by Tenant to restore the Premises. Any mechanic's or materialman's lien which has been filed against the Premises or the Building arising out of work done for, or materials furnished to or on behalf of Tenant, its contractors or subcontractors shall be discharged, bonded over, or otherwise satisfied by Tenant within ten (10) days after Tenant is notified of the lien. If Tenant fails to discharge, bond over, or otherwise satisfy any such lien, Landlord may do so at Tenant's expense, and the amount expended by Landlord, including reasonable attorneys' fees, shall be paid by Tenant within ten (10) days following Tenant's receipt of a bill from Landlord.

6.2 Construction Insurance. In addition to any other requirements set forth in this Lease, in the event that Tenant makes any alterations affecting the Premises, prior to the commencement of such alterations, Tenant shall provide Landlord with evidence that Tenant carries Builder's All Risk insurance in an amount approved by Landlord covering the construction of such alterations, and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such alterations shall be insured by Tenant immediately upon completion thereof. In addition, Tenant's contractors and subcontractors shall be required to carry (i) Commercial General Liability Insurance in an amount approved by Landlord, with Landlord, and, at Landlord's option, Landlord's property manager and project manager, as additional insureds in an amount approved by Landlord, and otherwise in accordance with the requirements of this Lease, and (ii) workers compensation insurance with a waiver of subrogation in favor of Landlord. Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such alterations and naming Landlord as a co-obligee.

SECTION 7. DAMAGE TO PROPERTY - INJURY TO PERSONS; INSURANCE; INDEMNIFICATION

7.1 Tenant's Indemnity. Except as expressly provided in Section 21.5 of this Lease and to the extent permitted by applicable law, Tenant shall indemnify and hold Landlord and its affiliates, successors, assigns, agents, contractors, and other representatives (each, a "**Landlord Party**") harmless from and against any and all claims, losses, costs, damages, liabilities, and expenses arising from: (a) any occurrence, accident or injury within the Premises; (b) Tenant's or Tenant's employees, agents, contractors, subtenants or licensee's use or occupancy of the Premises or the conduct or manner of Tenant's business or profession (including, but not limited to, any claims losses, costs, damages, liabilities, or expenses arising from or related to Tenant's leased or owned equipment or other property located in, on, or about the Premises or the Building); (c) any willful or negligent acts or omissions of Tenant, or of Tenant's agents, employees, contractors or invitees; or (d) Tenant's breach of or default under this Lease. Tenant shall further indemnify and hold each Landlord Party harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against a Landlord Party by reason of any such claim, Tenant upon notice from Landlord, shall defend same at Tenant's expense by counsel reasonably satisfactory to the affected Landlord Party. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's negligence or intentional misconduct, and Tenant hereby waives all claims in respect thereof against Landlord. No Landlord Party shall be liable to any person or entity for any injury to person or damage to property actually or allegedly caused by any act, omission, or neglect of a Tenant Party or an invitee or licensee of Tenant or by Tenant's breach of this Lease. Notwithstanding any other provision of the Lease to the contrary, no provision of this Lease shall be considered a waiver of the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Tenant and the Landlord understands that the Tenant its commissioners, officials, officers, directors, agents and employees, are relying on the same.

7.2 Landlord's Indemnity. Except as expressly provided in Section 21.5 of this Lease, Landlord shall indemnify and hold Tenant and its affiliates, successors, assigns, agents, contractors, and other representatives (each, a "**Tenant Party**") harmless from and against any and all claims, losses, costs damages, liabilities, and expenses arising from: any accident or occurrence occurring within the Building (except the Premises unless caused by Landlord's gross negligence) or the Common Areas and facilities, arising out the negligence or willful misconduct of Landlord, or of Landlord's agents, employees, contractors or invitees. Landlord shall and hereby does further indemnify and hold each Tenant Party harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any such claim, action or proceeding is brought against a Tenant Party, Landlord, upon notice from Tenant, shall defend same at Landlord's expense by counsel reasonably satisfactory to the affected Tenant Party.

7.3 Insurance. Tenant shall, throughout the Term at its sole cost and expense, provide and keep in force, with insurance companies with an AM Best rating of A-IX or better, insurance in respect to this Lease and the Premises in the following amounts for any one accident or occurrence: (a) comprehensive general public liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming Landlord its property manager and such other parties as Landlord, may reasonably require, as additional insureds using form CG 20 11 01 96 or its equivalent with such coverage being primary and non-contributory to any such insurance maintained by such additional insured parties; (b) property insurance insuring Tenant against loss or damage to its equipment and other personal property in the Premises by fire and all other casualties usually covered under an "all risk" policy of property insurance; and (c) workers' compensation insurance to the extent required under applicable law. All such policies shall contain a waiver of subrogation in favor of all Landlord Parties. Tenant shall furnish the Landlord with proof of all such insurance prior to any use of such Premises and proof of renewal prior to the expiration of any such policies. In addition, Tenant agrees to provide copies of such insurance policies upon Landlord's reasonable request. In lieu of carrying any policy of insurance required to be carried by Tenant under subsection 7.3(a), Tenant shall have the option, either alone or in conjunction with Tenant's ultimate parent corporation, to maintain self-insurance, subject to the limitations of Title 29, Colorado Revised Statutes, as amended, and/or provide or maintain any insurance required by subsection 7.3(a) under blanket insurance policies maintained by Tenant, provided that the same does not thereby decrease the insurance coverage or limits set forth herein.

7.4 Waiver of Liability. Neither Landlord nor its agents shall be liable for any damage to property entrusted to employees of the Building, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface, or from any other place or resulting from dampness or any other cause whatsoever, unless directly and entirely caused by and due to the negligence of Landlord. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment. Tenant hereby acknowledges that Landlord shall not be liable for any interruption to Tenant's business for any cause whatsoever, and that Tenant shall obtain Business Interruption Insurance coverage should Tenant desire to provide coverage for such risk.

7.5 Limitation of Liability. Notwithstanding any provision hereof seemingly to the contrary, in no event shall Landlord's total liability under this Lease exceed Landlord's interest in the Building. Tenant shall look solely to Landlord's interest in the Building for the satisfaction of any judgment or decree requiring the payment of money by Landlord and no other property or asset of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree. No individual who is Landlord or any member or partner of any joint venture, tenancy in common, firm, partnership or other form of joint ownership that is Landlord, or their heirs, personal representatives, executors, successors and assigns, shall have any personal liability to Tenant, or to any person claiming under or through Tenant, for any amount or in any capacity. Such exculpation of liability shall be absolute and without exception whatsoever.

SECTION 8. DAMAGE OR DESTRUCTION

Excepting Tenant's indemnity obligations under this Lease to the extent permitted by applicable law, if the Premises are damaged by fire or other casualty (collectively "**Casualty**"), the damage shall be repaired by and at the expense of Landlord, unless such damage arises from circumstances addressed in Section 7.1, provided such repairs can, in Landlord's opinion, be made within one hundred eighty (180) days after the occurrence of such Casualty without the payment of overtime or other premiums. If such repairs cannot, in Landlord's opinion, be made within one hundred eighty (180) days, Landlord may, at its option, make them within a reasonable time, and in such event this Lease shall continue in effect. Landlord's election to make such repairs must be evidenced by written notice to Tenant within sixty (60) days after the occurrence of the damage. If Landlord does not so elect to make such repairs which cannot be made within one hundred eighty (180) days, then either party may, by written notice to the other, cancel this Lease as of the date of the Casualty. In the event Landlord makes such repairs, then until such repairs are completed, the Rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of Tenant's practice of medicine. However, there shall be no abatement of Rent if the Casualty is due to the (i) failure of Tenant's External Equipment, or (ii) negligent acts or omissions of Tenant or Tenant's employees, contractors or invitees. A total destruction of the Building in which the Premises are located shall automatically terminate this Lease. Notwithstanding anything herein to the contrary, in no event shall Landlord be required to rebuild, repair or replace any part of partitions, fixtures, additions and other improvements which may have been placed in or about the Premises. If this Lease is not terminated pursuant hereto, Tenant shall promptly repair and restore any such partitions, fixtures, additions or other improvements that Tenant is required to construct, place or install in, on or about the Premises pursuant hereto.

SECTION 9. EMINENT DOMAIN

If the Building, the Premises or a material part of either shall be taken by any authorized entity by eminent domain or by negotiated purchase under threat thereof, so that the Premises shall become totally untenantable, this Lease shall terminate as of the earlier of the date when title or possession thereof is acquired or taken by the condemning authority and all rights of Tenant in this Lease shall immediately cease and terminate. If a part of the Building or a portion of the Premises shall be taken such that the Premises becomes only partially untenantable, Base Rent shall be proportionately abated. All compensation awarded for any taking (or the proceeds of negotiated sale under threat thereof) whether for the whole or a part of the Building or the Premises, shall be the property of Landlord, whether such proceeds or award is compensation for loss or damage to Landlord's or Tenant's property or their respective interests in the Premises, the Tenant hereby assigns all of its interest in any such award to Landlord. However, nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any separate award expressly made to Tenant for: (a) the taking of personal property and fixtures belonging to Tenant; (b) the interruption of or damage to Tenant's business or profession; (c) the cost of relocation expenses incurred by Tenant; and (d) Tenant's unamortized cost of leasehold improvements; provided that the making of any such award to Tenant shall not reduce or diminish Landlord's award relating to such condemnation. Landlord may without any obligation or liability to Tenant stipulate with any condemning authority for a judgment of condemnation without the necessity of a formal suit or judgment of condemnation, and the date of taking under this clause shall then be deemed the date agreed to under the terms of said agreement or stipulation.

SECTION 10. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant shall not, either voluntarily or by operation of law, directly or indirectly, sell, assign, hypothecate, mortgage or transfer this Lease, in whole or in part, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be occupied by any person, corporation, partnership, or other entity except Tenant or Tenant's employees, without the prior written consent of Landlord in each instance, which consent may be given or withheld in Landlord's sole and absolute discretion. A transfer of stock control in Tenant to an entity or entities that do not have stock control on the Commencement Date, if Tenant is a corporation, or the transfer (in aggregate) of a greater than forty-nine percent (49%) beneficial ownership interest in Tenant subsequent to the Commencement Date, if Tenant is a partnership or other entity, shall be deemed an act of assignment hereunder. In addition, any such subletting or assignment transaction shall be in all respects in compliance with the applicable provisions of the Medicare Anti Kick-Back Law, 42 USC 1320a-7(b)(1) and (2) and the Stark Self-Referral Prohibition Act, 42 USC 1395nn et. seq., as the same may be modified, supplemented or replaced from time to time, and all regulations promulgated thereunder from time to time. Any sale, assignment, mortgage, transfer or subletting of this Lease or the Premises which is not in compliance with the provisions of this Section 10 shall be void. The consent by Landlord to any assignment or subletting shall not be construed as relieving Tenant from obtaining the express prior written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued. Should Landlord permit any assignment or subletting by Tenant and should the moneys received as a result of such assignment or subletting (when compared to the moneys still payable by Tenant to Landlord) be greater than would have been received hereunder had not Landlord permitted such assignment or subletting, then the excess shall be payable by Tenant to Landlord, it being the

parties' intention that Landlord, and not Tenant, shall be the party to receive any profit from any assignment or subletting. In the event of any assignment or subletting approved by Landlord, the assignee or sublessee shall assume all of Tenant's obligations under this Lease and shall be bound to comply with all the terms and provisions of this Lease and Tenant and such assignee or sublessee shall be jointly and severally liable for the performance of Tenant's covenants under this Lease.

Notwithstanding anything in this Section 10 to the contrary, provided Tenant is not in default under the terms of the Lease, without the consent of Landlord, but after giving sixty (60) days' prior written notice to Landlord, Tenant may assign or sublease this Lease to any subsidiary or other entity owned at least 51%, directly or indirectly, by Tenant. Tenant shall provide Landlord with a copy of any such assignment or sublease agreement within thirty (30) days of consummation of such transfer. No such assignment or sublease without the consent of Landlord shall be effective unless such assignee assumes in writing all of the obligations of Tenant under this Lease. Tenant shall not be released of liability for the payment of Rent or for the performance and observance of all of the other covenants and agreements of Tenant under the Lease after the effective time of such assignment.

SECTION 11. CONSTRUCTION OF FLOOR TWO AND FLOOR THREE TENANT IMPROVEMENTS; ACCEPTANCE OF PREMISES

11.1 Floor Two and Floor Three Tenant Improvements. Landlord shall prepare Floor Two and Floor Three for Tenant's use by causing to be installed and performed certain improvements ("**Floor Two and Floor Three Tenant Work**") in accordance with architectural and other drawings, plans, and cost estimates agreed to in writing by both Landlord and Tenant ("**Plans and Specifications**"). A copy of the Plans and Specifications, initialed by Landlord and Tenant, are attached hereto as Exhibit G. Tenant agrees that unless Landlord otherwise agrees in writing, Landlord shall not be obligated to furnish or provide any work or improvements requested by Tenant after the Commencement Date. Tenant shall pay the cost of (i) any additional work or improvements incurred after the Commencement Date except for any work that remains to be completed as itemized on a punch list and (ii) any items not expressly included in the Plans and Specifications. Tenant shall cooperate with Landlord in developing the Plans and Specifications for Floor Two and Floor Three Tenant Work prior to construction, but all Floor Two and Floor Three Tenant Work shall be designed, performed and/or constructed by architects, engineers, contractors and/or other appropriate persons or entities chosen, hired, engaged or employed by Landlord. All Floor Two and Floor Three Tenant Work items shall be property of Landlord and may not be altered or removed by Tenant without Landlord's consent. The Floor Two and Floor Three Tenant Work items are not unique to Tenant and will have significant residual value to Landlord at the end of the Lease. Accordingly, Landlord may require Tenant to compensate Landlord for lost utility of the Floor Two and Floor Three Tenant Work items as a condition to such consent. Any dispute with respect to Floor Two and Floor Three Tenant Work shall be conclusively resolved by an architect chosen by Landlord to Landlord's satisfaction.

11.2 Cooperation; Variations. Throughout the process of preparing the Plans and Specifications and obtaining any necessary governmental permits and approvals, each party shall act diligently and in good faith and shall cooperate with the other and with governmental agencies in whatever manner may be reasonably required. Tenant acknowledges and agrees that Landlord reserves the right, without Tenant's consent and without liability to Tenant, to make any modifications, changes or omissions to the Plans and Specifications required by any governmental or quasi-governmental authority or utility. Tenant acknowledges that interior finishes such as brick, wood, woodgrain, carpeting, paint, cabinets, cultured marble, tile, mica, and the like, are subject to shading and gradation and may vary from samples, models or color charts, and from piece to piece, and Landlord will not be liable for such variation.

11.3 Commencement Date. Notwithstanding the date specified in Section 1 of the Lease, the Commencement Date shall be the earlier of (i) the date upon which Landlord receives a certificate of occupancy or analogous document for the Floor Two and Floor Three Tenant Work, as issued by the appropriate governmental authority, or (ii) June 1, 2025, with the exact date being established by Landlord via written notice to Tenant once the Commencement Date has been determined in accordance herewith. The Commencement Date specified in such writing shall be binding on Landlord and Tenant and shall supersede any Commencement Date identified elsewhere in this Lease. If Landlord gives no such written notice, the Commencement Date shall be the date of issuance of the certificate of occupancy or analogous document for the interior build-out of Floor Two and Floor Three.

11.4 Substitutions; Change Orders and Extras. Tenant may select different materials or interior finishes in lieu of the Landlord's building standard material and finishes prior to the commencement of any Floor Two and Floor Three Tenant Work on the part of Floor Two and Floor Three affected by the change in materials or finishes, subject to (a) Landlord's approval of same, and (b) such Tenant's substitutions complying with applicable local code requirements. If the cost of Tenant's substitutions causes the cost of the Floor Two and Floor Three Tenant Work to exceed the amount set forth in the Plans and Specifications, the Tenant shall be responsible for such difference in cost. Any change orders or extras requested by Tenant and not included in the Plans and Specifications must be agreed to by Landlord in writing. Tenant will pay the cost of any change or extra at such time as Tenant is instructed by Landlord to pay same. If Landlord omits any changes or extras, Landlord's only liability to Tenant will be to refund to Tenant the amount Tenant paid to Landlord for each item omitted. Except for such omissions, Tenant's payment for any change orders or extras is not refundable. In the event of the failure of Tenant to pay Landlord any amounts required of Tenant under this Section 11 within ten (10) days of Landlord's request for same, Landlord may elect to terminate this Lease by giving Tenant written notice.

11.5 Interference with Construction. Prior to the Commencement Date, Tenant shall not place any personal property in Floor Two or Floor Three or enter into or upon the Floor Two or Floor Three (except to inspect the same where accompanied by a representative of Landlord) or interfere with the progress of construction or with workmen, and Tenant shall not permit such entry or interference by others. Landlord will not be liable for any injury resulting from Tenant's breach of this paragraph.

11.6 Conditions. If a casualty occurs to Floor Two and Floor Three and/or the Building prior to the Commencement Date, Landlord may at Landlord's option either terminate this Lease, in which event this Lease shall become void and of no effect, or rebuild as soon as possible, in which event this Lease shall remain in full force and effect. However, under no circumstances shall Tenant have any interest in any insurance proceeds attributable to said casualty.

11.7 Delays Beyond Landlord's Control. Landlord anticipates Floor Two and Floor Three will be completed by the estimated Commencement Date set forth in Section 1, but Tenant understands Landlord cannot guarantee completion by that date. Tenant acknowledges and agrees that completion of Floor Two and Floor Three may be delayed by causes that are beyond Landlord's control, that Landlord will not be liable for any delays in completion of Floor Two and Floor Three or in the Commencement Date, that Landlord will not have to make, provide or compensate Tenant for any accommodations or costs as a result of any delays, and that any delays will not permit Tenant to cancel, amend or diminish any of Tenant's obligations under this Lease. Tenant acknowledges and agrees that the granting of any limited right of possession or access by Landlord to Tenant prior to the Commencement Date shall not constitute a waiver by Landlord of any of Landlord's rights or Tenant's obligations under this Lease. Tenant shall not intentionally delay the Floor Two and Floor Three Tenant Work or the Commencement Date. Except where another time frame is specifically provided under this Lease, Tenant's failure to make a decision or take an action necessary for the progress of the Floor Two and Floor Three Tenant Work within ten (10) days of Landlord's written request for such a decision or action shall constitute a material default and breach of the Lease.

11.8 Certain Modifications. Notwithstanding anything herein to the contrary, Landlord and Tenant acknowledge that the actual square footage of Floor Two and Floor Three may differ at the Commencement Date from the square footage set forth elsewhere in this Lease. In the event of such a difference, Tenant agrees that the square footage of Floor Two and Floor Three shall be deemed for all purposes, including but not limited to the determination of the total amount of the applicable Rent, to be the actual square footage of Floor Two and Floor Three as of the Commencement Date, subject to remeasurement by Landlord from time to time in accordance with Section 3.2 of this Lease.

SECTION 12. DEFAULTS

12.1 Events of Default. The occurrence of any of the following shall constitute a material default and breach of the Lease:

- (a) The vacating or abandonment of the Premises by Tenant.
- (b) A failure by Tenant to pay Rent or to make any other payment required to be made by Tenant hereunder within ten (10) days after same is due and payable.
- (c) A failure to maintain the insurance required pursuant to Section 7 of this Lease.
- (d) A violation of the terms of Section 4, Section 5.3, Section 10 or Section 16 of this Lease.
- (e) A failure to provide any declaration, document or instrument required pursuant to Section 18 of this Lease within the time period set forth in such Section.
- (f) A failure by Tenant to observe and perform any other obligation under this Lease to be observed or performed by Tenant, other than payment of any Rent, within thirty (30) days after written notice by Landlord to Tenant specifying wherein Tenant has failed to perform such obligation; provided, however, that if the nature of Tenant's obligation is such that more than thirty (30) days are required for its performance, then Tenant shall not be deemed to be in default if it shall commence such performance within such 30-day period and thereafter diligently prosecute the same to completion by not later than ninety (90) days after Tenant receives Landlord's written notice.
- (g) The making by Tenant or any guarantor of this Lease of any general assignment for the benefit of creditors; the filing by or against Tenant or such guarantor of a petition to have Tenant or such guarantor adjudged bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant or such guarantor, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

12.2 Landlord's Default. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and diligently prosecute the same to completion. In the event of a default by Landlord, Tenant shall be entitled to pursue all rights and remedies available to it under applicable law or in equity.

12.3 Cross-Default. If Tenant (i) fails to pay any amount due on the due date or within any applicable grace period, under any lease or agreement to which it (or any of its affiliates) and Landlord (or any of Landlord's affiliates) are parties (any such lease or agreement, including this Lease, a "**Related Agreement**"); or (ii) defaults under any other term or condition of any Related Agreement(s), then Landlord may declare an event of default under all such Related Agreements and exercise its rights and remedies thereunder.

SECTION 13. REMEDIES

13.1 Remedies. In the event an event of default occurs on the part of Tenant as set forth in Section 12, Landlord may exercise one or more of the following described remedies, in addition to all other rights and remedies available at law or in equity, whether or not stated in this Lease:

(a) Upon the occurrence of an event of default on Tenant's part as set forth in Section 12, Landlord may continue this Lease in full force and effect and shall have the right to collect Rent when due, and Landlord may re-enter the Premises with or without legal process and relet them, or any part of them, to third parties for Tenant's account, and Tenant hereby expressly waives any and all claims for damages by reason of such re-entry, as well as any and all claims for damages by reason of any distress warrants or proceedings by way of sequestration which Landlord may employ to recover said rents. Landlord shall be responsible for mitigation of damages due Landlord for violation of this Lease to the full extent that Landlord is required to mitigate damages under the then current law of the State where the Building is located. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the reletting, attorneys' fees and costs and like costs. Reletting can be for a period shorter or longer than the remaining Term of this Lease, and in no event shall Landlord be under any obligation to relet the Premises. On the dates such rent is due, Tenant shall pay to Landlord a sum equal to the Rent due under this Lease, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate the Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate the Lease.

(b) At any time after the occurrence of an event of default by Tenant as described in Section 12, Landlord may terminate Tenant's right to possess the Premises without terminating the Lease. Upon termination of Tenant's right to possess, Landlord shall have the right to collect an amount equal to: all expenses incurred by Landlord in recovering possession of the Premises, including, but not limited to, reasonable attorneys' fees and costs; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new tenant; all unreimbursed tenant improvement costs related to the Lease; all past due Rent which is unpaid, plus interest thereon at the Interest Rate (as defined in Section 21.9); and the amount of Rent that would have been due for the remainder of the Term if the Tenant's possession of the Premises continued until the expiration of the Term.

(c) At any time after the occurrence of an event of default by Tenant as described in Section 12, Landlord may terminate this Lease. Upon termination, Landlord shall have the right to collect an amount equal to: all expenses incurred by Landlord in recovering possession of the Premises, including, but not limited to, reasonable attorneys' fees and costs; all reasonable costs and charges for the care of the Premises while vacant; all renovation costs incurred in connection with the preparation of the Premises for a new tenant; all unreimbursed tenant improvement costs related to the Lease; all past due Rent which is unpaid, plus interest thereon at the Interest Rate (as defined in Section 21.9); and the amount of Rent that would have been due for the remainder of the Term if the Lease had continued until the expiration of the Term.

(d) In the event Landlord engages third parties to collect amounts owed by Tenant or to cure any non-monetary defaults by Tenant, any and all fees charged by such third parties, including, but not limited to, attorneys' fees, collection agency fees, court or legal costs and other expenses incurred shall be due and payable by Tenant to Landlord.

13.2 Additional Remedies. Should any of these remedies not be permitted by the laws of the state in which the Building is located, then such remedy shall be considered deleted and unenforceable, and the remaining remedies shall remain in full force and effect. Landlord may avail itself of these as well as any other remedies or damages allowed by law, including, but not limited to, a statutory landlord's lien on personal property in the Premises where applicable and available. All rights, options and remedies of Landlord provided herein or elsewhere by law or in equity shall be deemed cumulative and not exclusive of one another.

SECTION 14. RULES AND REGULATIONS

Tenant shall observe faithfully and comply strictly with the Rules and Regulations set forth on Exhibit D attached to this Lease and made a part hereof, and such other rules and regulations as Landlord may from time to time reasonably adopt regarding the Building. Landlord shall not be liable to Tenant for violation of any such Rules and Regulations, or for the breach of any covenant or condition in any lease by any other tenant in the Building. By the signing of this Lease, Tenant acknowledges that Tenant has read and has agreed to comply with such Rules and Regulations.

SECTION 15. RIGHT OF ACCESS

Upon reasonable notice to Tenant, Landlord and its agents shall have free access to the Premises during all reasonable hours (provided, however, Landlord shall have no obligation as a result of access or inspection conducted under this paragraph to make any repairs other than as expressly set forth herein), (i) for the purpose of inspecting, maintaining, installing, constructing, removing or repairing any pipes, ducts, conduits, wiring, supports, improvements, systems, components or other items as Landlord may deem necessary or desirable, regardless of whether such items serve the Premises and/or other portions of the Building and whether such work is to be done within, adjacent to, above, or below the Premises, and (ii) to exhibit the Premises to prospective purchasers, lenders or tenants. Landlord and its agents shall have access to the Premises at any time without prior notice in the event of an emergency. Landlord shall use reasonable efforts to minimize any disruption to Tenant's business in exercise of Landlord's rights under this Section 15.

SECTION 16. END OF TERM

16.1 Surrender of Premises. At the termination or expiration of the Term of this Lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as at the Commencement Date, reasonable wear and tear excepted, and will leave the Premises broom-clean. If not then in default, Tenant shall have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Tenant, provided that Tenant promptly repairs any damage to the Premises caused by such removal.

16.2 Holdover. In the event Tenant holds over after the expiration or earlier termination of this Lease or any renewal thereof, such holding over shall thereafter constitute a tenancy at will terminable at any time by Landlord or Tenant giving written notice to the other. Such holding over shall be on all of the same terms and conditions as this Lease (other than the duration of the term and the amount of Rent and as otherwise specified in this Section 16.2) and Tenant shall pay Landlord Rent for the period of its hold over at the times for payment specified herein,

which Rent shall be: (a) for each of the first six (6) months of such holdover tenancy, one hundred twenty-five percent (125%) of the amount in effect immediately prior to the expiration of the term or any renewal thereof; or (b) for each month after the first six (6) months of such holdover tenancy, one hundred fifty percent (150%) of the amount in effect immediately prior to the expiration of the term or any renewal thereof. Acceptance by Landlord of Rent after such expiration or earlier termination shall not constitute consent to a holdover hereunder or result in an extension of this Lease.

SECTION 17. ASSIGNMENT OR OTHER TRANSFER OF LANDLORD'S INTEREST

Landlord may freely assign, sell or otherwise transfer the Premises or this Lease, or Landlord's interest hereunder, without Tenant's consent. In the event of any transfer or transfers of Landlord's interest in the Premises or in the real property of which the Premises are a part, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

SECTION 18. ESTOPPEL CERTIFICATE, ATTORNMENT, AND NON-DISTURBANCE

18.1 Estoppel Certificate. Within ten (10) days following receipt of Landlord's written request, Tenant shall deliver, executed in recordable form, a declaration to any person designated by Landlord: (a) ratifying this Lease; (b) stating the commencement and termination dates of the Lease; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any); (iii) that no defenses, credits or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed); (iv) the sum of advance Rent, if any, paid by Tenant; (v) the date to which Rent has been paid; (vi) the amount of security deposited with Landlord; and (vii) such other information as Landlord reasonably requires. Persons receiving such statements of Tenant shall be entitled to rely upon them.

18.2 Sale of Landlord's Interest. In the event of the sale or assignment of Landlord's interest in the Premises or the Building or if the holder of any existing or future mortgage, deed to secure debt, deed of trust, or the lessor under any existing or future underlying lease pursuant to which Landlord is the lessee, shall hereafter succeed to the rights of Landlord under this Lease, then at the option of such successor, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. If any such successor requests such attornment, this Lease shall continue in full force and effect as a direct lease between such successor, as Landlord, and Tenant, subject to all of the terms, covenants and conditions of this Lease, regardless of whether Tenant executes and delivers the instrument requested by such successor landlord.

18.3 Subordination. This Lease shall be subject to and subordinate and inferior at all times to the lien of any mortgage, to the lien of any deed of trust or other method of financing or refinancing now or hereafter existing against all or a part of the real property upon which the Building is located, and to any existing or future lease by which Landlord leases the Building and/or the ground upon which the Building is located (in which latter instance this Lease is a sublease), and to all renewals, modifications, replacements, consolidations and extensions of any of the foregoing. Tenant shall execute and deliver all documents requested by any mortgagee, security holder or lessor to effect such subordination. If Tenant fails to execute and deliver any such document requested by a mortgagee, security holder or lessor to effect such subordination, Landlord is hereby authorized to execute such documents and take such other reasonable steps as are necessary to effect such subordination on behalf of Tenant as Tenant's duly authorized irrevocable agent and attorney-in-fact, it being agreed that such power is one coupled with an interest. Tenant's failure to execute and deliver such documents or instruments provided for in this Section 18 within fourteen (14) days after the receipt by Tenant of a written request shall constitute a default under this Lease.

SECTION 19. SUSTAINABILITY

19.1 Information. Tenant shall provide Landlord, from time to time upon Landlord's request, with such information about the Premises as may be in Tenant's possession or of its employees, architects, engineers, vendors, agents, contractors, or other representatives as may be applicable to determining or maintaining the sustainability of the Building and/or the Premises. This information may include, without limitation, information provided to the U.S. Green Building Council or the Green Building Initiative, or their affiliates, or any comparable third-party certification agencies now or hereafter in existence, to substantiate any third-party rating. To minimize the Building's carbon footprint by conserving energy, Tenant shall (upon Landlord's written request) use proven energy efficiency and carbon reduction measures in the Premises, which measures may include without limitation using energy efficient light bulbs in task lighting, using daylighting measures to avoid overlighting interior spaces, using automatic dimmer switches and motion detectors on lighting fixtures when feasible, closing window shades that face the sun, turning off lights and equipment when feasible at the end of the work day, and purchasing ENERGY STAR qualified equipment when such equipment is commercially available.

19.2 Cooperation Regarding Standards and Accreditations. Landlord may, from time to time, decide to develop, maintain and/or operate the Building in accordance with third-party accreditations, ratings or certifications that relate to sustainability issues, energy efficiency or other comparable goals, including without limitation Third Party Sustainability Standards. Should Landlord notify Tenant of such a decision, Tenant shall cooperate with Landlord's efforts in that regard. Tenant's cooperation shall include, without limitation, providing Landlord with information within fourteen (14) days after a request is made about Tenant's occupancy as may be required by any such third-party agency, such as staffing levels, hours of operation, utility usage, commuting patterns (to the extent reasonably determinable), cleaning methods, build-out materials and techniques, furniture, fixtures and equipment inventories, and other purchasing information.

19.3 Regulatory Controls. Tenant agrees to comply with all mandatory and voluntary energy, water or other conservation controls or requirements applicable to the Building issued by the federal, state, county, municipal or other applicable governments, or any public utility or insurance carrier including, without limitation, controls on the permitted range of temperature settings in office buildings or requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building. Any terms or conditions of this Lease

that conflict or interfere with compliance by Landlord or the Building with such controls or requirements shall be suspended for the duration of such controls or requirements. It is further agreed that compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement or reduction of any Rent payable hereunder.

19.4 Greenhouse Gas Testing. Landlord shall be entitled at any time and from time to time to undertake greenhouse gas production monitoring and testing, including testing within the Premises on reasonable notice to Tenant.

19.5 Occupancy Sensors. Within sixty (60) days of Landlord's written request, Tenant shall install occupancy sensors on all light fixtures so that they automatically switch off when an area is unoccupied. Such sensors may be installed with manual overrides for areas that are normally occupied, such as individual offices and conference rooms.

19.6 Janitorial. Should Landlord authorize Tenant to undertake its own cleaning of the Premises, Tenant shall adopt a low environmental impact cleaning policy and shall use only cleaning equipment and products that reduces impacts on indoor air quality, including, by way of example and not limitation, sustainable cleaning chemicals that meet the Green Seal GS-37 or the U.S. Environmental Protection Agency's Design for the Environment standards, micro-fiber wipes, dust cloths and dust mops in place of paper wipes, paper products that contain at least 30 percent recycled content and which are recyclable, chemicals that are durable, slip resistant and free of zinc (metal-free) and compliant with the Green Seal GS-40 Standard and/or CCD-147, and carpet care products meeting the requirements of the Green Seal GS-37 Standard and/or CCD-148. Tenant shall provide to Landlord, upon written request, documentation that this policy has been followed, showing specifications for chemicals used, dates and activities associated with cleaning maintenance, and dates and outline of cleaning worker training. If Landlord so requests, Tenant shall ensure that (i) any cleaning contracts entered into by it require the cleaning contractor to comply with elements of any environmental management plan adopted by Landlord and (ii) the cleaning contractor properly understands and is trained in the maintenance of specialized green facilities.

19.7 Electrical Power. Landlord shall be entitled at any time or from time to time to acquire all or part of the electrical power for the Building from sources with low greenhouse gas emissions. Any incremental cost in so doing above the cost of obtaining conventionally-generated electricity shall be included in Operating Costs.

19.8 Green Roof; Solar Panels. Landlord may, at any time and from time to time, install and maintain a vegetated green roof or solar panels on the roof of on the Building (collectively the "**Green Roof**"). The cost of installation shall be borne by Landlord but the amortized cost may be included in Operating Costs to the extent that the Green Roof reduces the Building's energy costs, and the cost of maintaining such a green roof shall be an Operating Cost.

19.9 Water. Tenant acknowledges and agrees that Landlord may require the use of treated recycled or treated natural water in washrooms and in other applications where potable water usage is not required. Tenant acknowledges that the Landlord may implement rainwater collection, treatment and reuse methods, natural plantings and other methods of reducing water usage, including without limitation the use of water-saving appliances, such as waterless urinals.

19.10 Carbon Offset Credits. Any carbon offset credits, renewable energy credits, tradable renewable credits, energy saving certificates, rebates, incentives, offsets, allowances and other similar entitlements, now or hereafter existing ("**Carbon Offset Credit**") received by the Building or by Landlord and applicable to the Building shall belong to Landlord except to the extent, if any, to which (i) Tenant may be entitled to them under applicable law, in which event Tenant shall be entitled to the Carbon Offset Credit to the extent required by law, (ii) the same arise directly from any action or activity undertaken by Tenant itself in the Premises that result in decreased consumption of natural resources by the Building or the avoidance of environmental impacts on air, soil or water, or (iii) Tenant may have paid as an Operating Cost or contributed to a cost or program that obtained the Carbon Offset Credit and Tenant is not compensated under preceding clause (i) of this subsection, in which event Tenant shall be entitled to an equitable share, as determined by Landlord in its reasonable discretion, after first netting out the costs of participating in the carbon reduction program and/or of obtaining the credit.

19.11 Green Purchasing. Upon Landlord's written request, Tenant shall adopt and implement an environmentally preferable purchasing policy in accordance with then-current LEED-EB:O&M standards. In such event, in addition to complying with the purchasing policy established by LEED-EB:O&M for materials acquired for the Premises, Tenant shall also maintain records sufficient to substantiate compliance and provide such records to Landlord upon request.

SECTION 20. NOTICES

(a) Any notice required or permitted to be given hereunder shall be in writing and may be given by: (i) hand delivery and shall be deemed given on the date of delivery; (ii) registered or certified mail and shall be deemed given the third day following the date of mailing; or (iii) overnight delivery and shall be deemed given the following day.

(b) All notices to Tenant shall be addressed to Tenant at the address identified in Section 10 of the Summary and to Landlord as follows (or to any other address that Landlord shall designate in writing):

DOC-11045 Lansing Circle MOB, LLC,
a Wisconsin limited liability company
3000 Meridian Boulevard, Suite 200
Franklin, Tennessee 37067

Attention: Asset Manager

SECTION 21. MISCELLANEOUS PROVISIONS

21.1 Attorneys' Fees. In the event that suit is brought or an attorney is engaged by either party against the other for a breach or default under the terms of this Lease, each party shall pay its own costs and attorneys' fees regardless of outcome.

21.2 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease.

21.3 Headings; Certain Definitions. The Section and paragraph captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof. The word "**Term**" as used herein, shall be deemed to include, where applicable, any extended or renewal term. The word "**Landlord**" means the owner of the Building from time to time, and in the event of any sale, conveyance or lease of the Building, the Landlord shall be released from all covenants and conditions as Landlord hereunder and without further agreement between the parties, the purchaser, lessee or other transferee of the Building shall be deemed to have assumed all covenants and conditions of Landlord hereunder. No consent of Tenant shall be required in the event of any such sale, conveyance or lease of the Building which is made subject to this Lease, or to any sale or conveyance of the Building pursuant to which Landlord leases the Building back from such purchaser or other transferee, in which case this Lease shall remain in full force and effect as a sublease between Landlord, as sublessor and Tenant, as sublessee.

21.4 Incorporation of Prior Agreements; Amendments. This Lease and the Exhibits and Amendments attached hereto and incorporated herein contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

21.5 Waiver of Subrogation. Landlord and Tenant hereby mutually waive any and all rights of recovery against one another and each other's agents and employees, for (i) real or personal property loss or damage occurring to the Premises or to the Building or any part thereof or any personal property located therein from perils which are able to be insured against in standard fire and extended coverage, vandalism and malicious mischief and sprinkler leakage insurance contracts (commonly referred to as "**All Risk**") and (ii) any loss relating to business interruption at the Premises, whether or not such insurance is actually carried. The foregoing releases shall be applicable even though the loss or damage may have been caused by the negligence of the party hereby released (or that party's agents or employees), it being understood that each party shall look solely to its own insurance (or self-insurance) in the event of any such loss or damage. If either party's insurance policies do not permit this waiver of subrogation, then such party will obtain such a waiver from its insurer at its sole expense.

21.6 Waiver. No waiver by Landlord or Tenant of any breach or default of any term, agreement, covenant or condition of this Lease shall be deemed to be a waiver of any other term, agreement, covenant or condition hereof or of any subsequent breach by Landlord or Tenant of the same or any other term, agreement, covenant or condition. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord. The subsequent acceptance of any Rent, in whole or in part, shall not be deemed a waiver of any preceding breach by Tenant of any agreement, covenant or obligation of Tenant or any other term or condition of this Lease. No delay in billing or any failure to bill Tenant for any Rent, nor any inaccurate billing of Rent shall constitute a waiver by Landlord of its right to collect and to enforce Tenant's obligation to pay the full amount of Rent due and payable under this Lease, as the same may be adjusted or increased from time to time. For the avoidance of doubt, all waivers shall be in writing and signed by the waiving party.

21.7 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of an amount less than is due hereunder shall be deemed to be other than payment towards or on account of the earliest portion of the amount then due by Tenant nor shall any endorsement or statement on any check or payment (or in any letter accompanying any check or payment) be deemed an accord and satisfaction (or payment in full), and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such amount or pursue any other remedy provided herein.

21.8 Quiet Enjoyment. Landlord shall warrant and defend Tenant in the quiet enjoyment and possession of the Premises throughout the Term, subject to the terms, conditions and limitations set forth in this Lease.

21.9 Late Charge. If any monthly installment of Base Rent or Tenant's Proportionate Share of Operating Costs or any payment of Additional Rent is not paid within ten (10) days after such installment or payment is due and payable (the "**Late Payment Date**"), Tenant shall, upon demand, pay Landlord a late charge of five percent (5%) of the amount of such installment or payment (or, if less, a charge in the maximum amount permitted under applicable law). In addition, if any such past due installment of Base Rent or Tenant's Proportionate Share of Operating Costs or payment of Additional Rent is not paid within the thirty (30) day period following the Late Payment Date or within any subsequent thirty (30) day period, such past due installment or payment shall, at Landlord's discretion, be subject to an additional late charge in the same amount for each such thirty (30) day period until paid. Such late charge is to defray the administrative costs and inconvenience and other expenses which Landlord will incur on account of such delinquency. Any amounts payable to Landlord under this Lease, if not paid in full on or before the due date thereof, shall, at Landlord's discretion, bear interest on the unpaid balance at the rate of interest (the "**Interest Rate**") equal to the prime rate of interest as published by The Wall Street Journal from time to time, plus four percent (4%) per annum (or, if lower, the maximum rate permitted under applicable law), with each change in such prime rate being effective on the date such change is published.

21.10 Binding Effect. This Lease shall be binding upon, and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. However, nothing in this Section shall be deemed to amend the provisions of Section 10 on Assignment and Subletting.

21.11 Governing Law. This Lease (and any agreement formed pursuant to the terms hereof, shall be governed by, and construed and enforced in accordance with, the internal laws of the state in which the Building is located (without regard of principles or conflicts of law) and any applicable laws of the United States of America.

21.12 Regulatory Matters.

(a) Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including, without limitation, the Medicare/Medicaid Anti-Kickback statute (the “**Anti-Kickback Law**”) and Section 1877 of the Social Security Act (the “**Stark Law**”), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other.

(b) This subsection governs the responsibility of Landlord and Tenant to comply with the Americans with Disabilities Act of 1990 and its implementing regulations, as amended and supplemented from time to time (collectively, the “**ADA**”). Landlord will be responsible for ADA compliance with respect to the common areas of the Building. Tenant at Tenant’s sole cost and expense, will be responsible for ADA compliance with respect to (a) Tenant’s use, occupancy or alteration of the Premises (b) the condition of the Premises resulting from Tenant’s use, occupancy or alteration of the Premises, and (c) tenant improvements constructed or installed by or on behalf of Tenant, including without limitation, the initial tenant improvements constructed or installed.

(c) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of ninety (90) days to modify the terms of this Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, either Landlord or Tenant may immediately terminate this Lease by giving written notice to the other party.

21.13 Submission of Lease. Submission of this Lease to Tenant does not constitute an offer to lease; this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant.

21.14 Force Majeure. Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, Casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization (including, without limitation, any shelter-in-place orders, stay at home orders or any restrictions on travel related thereto that preclude Tenant, its agents, contractors or its employees from accessing the Premises, national or regional emergency), breaches in cybersecurity, and other causes beyond the reasonable control of the party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph (collectively, a “**Force Majeure**”), shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party’s performance caused by a Force Majeure. Notwithstanding anything to the contrary in this Lease, no event of Force Majeure shall (i) excuse Tenant’s obligations to pay Rent and other charges due pursuant to this Lease, (ii) be grounds for Tenant to abate any portion of Rent due pursuant to this Lease, or entitle either party to terminate this Lease, except as allowed pursuant to this Lease, (iii) excuse any of Tenant’s obligations under of this Lease, except as otherwise identified herein, or (iv) extend the occurrence of the Lease Commencement Date.

21.15 Rights Reserved. Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant’s use or possession, or giving rise to any claim for set-off or abatement of Rent:

- (a) To change the Building’s name or street address;
- (b) To install, affix and maintain all signs on the exterior and interior of the Building;
- (c) To designate and approve, prior to installation, all types of window shades, blinds, drapes, awning, window ventilators and other similar equipment and to control all internal lighting that may be visible from the exterior of the Building;
- (d) To retain at all times and to use only in appropriate instances, keys to all doors within and into the Premises. No locks or bolts shall be altered, changed, or added without the prior written consent of Landlord; and
- (e) To decorate or make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises and during the continuance of said work to temporarily close doors, entryways, public spaces and corridors in the Building, and to interrupt or temporarily suspend Building services and facilities, provided,

however, that Landlord shall use reasonable efforts to minimize any interruption or interference with Tenant's use or occupancy of the Premises when performing such work.

21.16 Intentionally Deleted.

21.17 Recordation of Lease. Neither this Lease nor a memorandum of this Lease shall be recorded in the public records without the express prior written consent of Landlord, as determined in its sole and absolute discretion.

21.18 Intentionally Deleted.

21.19 No Terrorist Affiliation. Tenant represents, warrants, and covenants that (i) it and its principals are not acting, and will not act, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) Tenant and its principals are not engaged, and will not engage, in this transaction, directly or indirectly, on behalf of, or instigating or facilitating, and will not instigate or facilitate, this transaction, directly or indirectly, on behalf of, any such person, group, entity, or nation. To the extent permitted by applicable law, Tenant agrees to indemnify, defend, and hold harmless each Landlord Party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing representation, warranty and covenant. The breach of this representation, warranty and covenant by Tenant shall be grounds for immediate termination of this Lease by Landlord, in addition to and not in lieu of any other remedies to which Landlord may be entitled.

21.20 **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS LEASE (INCLUDING ANY EXHIBITS, SCHEDULES, AND RELATED DOCUMENTS AND APPENDICES), THE RELATIONSHIP OF LANDLORD AND TENANT, THE TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY RELATED TRANSACTION, OR ANY SUMMARY PROCESS, EVICTION, OR OTHER STATUTORY OR CONTRACTUAL REMEDY WITH RESPECT THERETO. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND THAT IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY. EACH PARTY HAS BEEN REPRESENTED BY, AND HAS RECEIVED THE ADVICE OF, LEGAL COUNSEL WITH RESPECT TO THIS WAIVER, OR HAS HAD AN ADEQUATE OPPORTUNITY TO SEEK SUCH LEGAL COUNSEL REPRESENTATION AND ADVICE.**

21.21 Counterparts and Electronic Signature. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Lease. The counterparts of this Lease and all ancillary documents (if any) may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

21.22 Entity Signature. If Tenant signs as an entity, each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant is duly organized and validly existing, that Tenant has and is qualified to do business in Colorado, that the Tenant has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions.

21.23 Financial Statements. At any time during the Term of Lease (including any renewal or extended terms), upon Landlord's written request, Tenant shall provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year (each such statement, a "**Financial Statement**"); provided, however, Landlord shall not make such request more than twice in any calendar year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

21.24 Representation of Signatory Authority. Each person signing this Lease represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Lease.

21.25 Survival. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation all payment, restoration and indemnification obligations.

21.26 Broker Representation. As of the Effective Date of the Lease, Cushman & Wakefield represented Landlord (the "**Landlord Broker**") and NavPoint Real Estate Group represented Tenant (the "**Tenant Broker**"), and Landlord shall pay Landlord Broker and Tenant Broker pursuant to the terms and conditions of separate agreements. Each party hereby represents and warrants to the other that no other real estate broker's, salesman's or finder's fees, commissions or other compensations are due, or will arise, by reason of this transaction. To the extent permitted by applicable law, each party hereby indemnifies and holds the other harmless from and against any such fees, commissions and/or compensation that are due or claimed to be due, by reason of this transaction and arise, or are claimed to arise, by reason of its acts or an agreement with any other broker, salesman, finder, person or entity.

21.27 Telecommunications Allowance.

(a) Provided Tenant delivers to Landlord invoices, paid receipts, or other evidence of telecommunications expenditures reasonably satisfactory to Landlord, Landlord shall provide Tenant an allowance not to exceed \$3.00 per rentable square foot of the Premises (“**Telecommunications Allowance**”) to reimburse Tenant for Tenant’s costs of installing Telecommunications Services (as defined in Section 21.27(b) below) in the Premises. Landlord shall reimburse Tenant from such Telecommunications Allowance within thirty (30) days of Tenant’s delivery to Landlord of invoices, paid receipts, or other evidence of telecommunications expenditures reasonably satisfactory to Landlord. Any costs and expenses in excess of the Telecommunications Allowance shall be borne solely by Tenant. To the extent permitted by applicable law, Tenant agrees to hold Landlord harmless and indemnify Landlord for all damage, costs, fees and expenses relating to person or property with respect to the Telecommunications Allowance. Any unused or unallocated portion of the Telecommunications Allowance shall cease to be available to Tenant on December 31, 2030. The Telecommunications Allowance shall be due and payable by Tenant to Landlord if there occurs an event of default under the Lease on the part of Tenant and such default is not cured within any applicable time frame set forth in this Lease.

(b) Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to and within the Building, for the installation and operation of telecommunications systems and/or equipment, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems (“**Telecommunications Services**”), for part or all of Tenant’s telecommunications within the Building and from the Building to any other location without Landlord’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed. As of the Effective Date, the Building is served by Lumen and Comcast. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable laws and Landlord’s policies and practices for the Building. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services and that Landlord shall have no liability to any Tenant Party in connection with such Telecommunications Services including, without limitation, the installation, operation, maintenance, repair, replacement, violation of laws, security or data breach issues or any equipment or facilities relating thereto. All Telecommunications Services installed in the Premises pursuant to this Section 21.27 shall constitute External Equipment and shall be subject to Section 5.5(c).

21.28 **Colorado Local Government Fiscal Obligations.** Landlord and Tenant acknowledge and agree that Tenant is a “local government” as defined in § 29-1-102(13), Colorado Revised Statutes, as amended, and the terms of this Lease are subject to any and all provisions of the laws of the State of Colorado governing multi-year fiscal obligations, including, without limitation, any applicable obligations set forth under the following State of Colorado constitutional and statutory provisions (collectively, “**Colorado Local Government Fiscal Obligations**”): (a) Colo. Const. art. X, § 20 (“**TABOR**”); or (b) § 29-1-110, Colorado Revised Statutes, as amended. Pursuant to the Colorado Government Fiscal Obligations, any other provision of this Lease notwithstanding, the amount of funds appropriated for Tenant’s fiscal year 2025 only and for the first (1st) Lease Year only is One Million Seven Hundred Forty Six Thousand Six Hundred Dollars (\$1,746,600.00), and Tenant shall use good faith efforts to ensure such amount of funds appropriated annually thereafter shall be increased pursuant to the Rent due and payable for Tenant’s applicable fiscal year and for the applicable Lease Year (such amount, as adjusted annually, the “**Annual Appropriation**”). In no event shall the Tenant be liable for payment under this Lease for any amount in excess of the applicable Annual Appropriation. The Tenant is not under obligation to make any future apportionment or allocation to this Lease and any potential expenditure for this Lease outside the current fiscal year is subject to future annual appropriation of funds.

SECTION 22. OPTIONS TO RENEW

22.1 **Options to Renew Term.** So long as Tenant is not in default under the terms of this Lease, both at the time of the exercise of this option to renew and at the expiration of the initial Term of this Lease, Tenant shall have three (3) options to extend the Term of this Lease for an additional five (5) years per option, subsequent to the initial Term (each such extension, an “**Extended Term**”). Each Extended Term shall be on and subject to the same terms, covenants and conditions as herein contained, except for Base Rent, which shall be determined as hereinafter provided. These options may be exercised only by written notice from Tenant to Landlord and given no less than twelve (12) months prior to the expiration of the then-current Term.

22.2 **Rent During Extended Term.** Annual Base Rent per rentable square foot for each Extended Term shall be an amount equal to “**Fair Market Base Rental Rate**.” As used herein the term “**Fair Market Base Rental Rate**” shall be the fair market annual rental of the Premises determined by Landlord based on a survey of annual rental rates being charged in the market area which encompasses the Building, for space comparable to the Premises, taking into account the quality and age of the Building, the floor level, quality of tenant improvements provided and other relevant factors and assuming that such annual rental is a “net” rental pursuant to a lease providing for a pass through of taxes and operating expenses on a proportionate basis. The current Base Rent rate being charged by Landlord for other leases of space in the Building may be considered by Landlord in determining Fair Market Rental Rate. In addition, Fair Market Rental Rate shall be subject to annual adjustment in the same manner as herein provided for the initial Term of this Lease and Tenant shall continue to pay its Proportionate Share of Operating Costs. Landlord shall notify Tenant in writing of its determination of Fair Market Base Rental Rate and the new proposed Base Rent and provisions for future periodic adjustments for the applicable Extended Term as promptly as possible after exercise of the option by Tenant. If, within forty-five (45) days after Tenant’s receipt of Landlord’s notice and proposal, Tenant does not agree in writing to Landlord’s proposal or a modified version thereof subsequently approved by Landlord in writing, Tenant by written notice to Landlord may withdraw its exercise of the option for the applicable Extended Term at any time prior to or within ten (10) days after the expiration of such forty-five (45) day period, and these options shall be canceled and of no further force and effect. If Tenant does not withdraw its exercise of the option by the end of such ten (10) day period, then the new Base Rent and provisions for periodic adjustment for the applicable Extended Term shall be in accordance with the terms of Landlord’s proposal as set forth in its notice to Tenant or, if applicable, any subsequent modified proposal approved in writing by both Landlord and Tenant.

SECTION 23. TENANT’S OPTION TO TERMINATE

If, due to Tenant being a “local government” as defined in § 29-1-102(13), Colorado Revised Statutes, Tenant does not receive funding as appropriated annually by the State of Colorado or does not itself appropriate sufficient funds for any Lease Year, then, as required under § 29-1-110, Colorado Revised Statutes, Tenant shall have the annual right to terminate this Lease effective either at the end of the first (1st) Lease Year

of the initial Term or each anniversary thereof, including any renewals of the Term (the “**Early Termination Date**”) by providing Landlord with written notice (the “**Early Termination Notice**”) at least ninety (90) days prior to the Early Termination Date, subject to the requirements set forth in this Section 23. Prior to providing Landlord with the Early Termination Notice, Tenant shall use good faith efforts to secure funding necessary to pay Rent for the period of the Term from the Early Termination Date through the expiration of the then-current Term under the terms of this Lease. If Tenant is unsuccessful in securing such funding, the Early Termination Notice shall be accompanied by a termination fee equal to (i) Rent at the then-current rate for the period commencing on the Early Termination Date and expiring on the last day of the twelfth (12th) month following the Early Termination Date plus (ii) the total of any unamortized broker’s commissions or fees plus (iii) any unamortized Tenant Improvement Costs incurred in connection with Tenant’s occupancy or anticipated occupancy of the Premises, as consideration for such termination (collectively, the “**Termination Fee**”). As used herein the term “**Tenant Improvement Costs**” shall mean all costs incurred in connection with Floor Two and Floor Three Tenant Work (as defined in Section 11.1), Floor One Tenant Work (as defined in Section 25.1), Excess Costs (as defined in Section 25.2), and Landlord Work (as defined in Section 25.10). Notwithstanding anything to the contrary set forth herein, the Security Deposit shall be applied toward the Termination Fee. The Termination Fee shall be paid prior to and as a condition precedent to the effectiveness of such termination. Upon the Early Termination Date, Tenant shall surrender the Premises to Landlord in accordance with Section 16.1 of the Lease, and both parties shall be released of all obligations and liabilities arising under this Lease, provided that Tenant shall remain liable for all obligations under the Lease which arose prior to termination or are otherwise intended to survive termination (including but not limited to indemnification, to the extent permitted by applicable law, and accrued Rent obligations). Notwithstanding anything to the contrary set forth herein, the foregoing right to terminate shall not apply to (i) any offer to lease, (ii) any new lease entered into with the original tenant under this Lease or with such tenant’s successors or assigns, or (iii) any transfer of tenant’s interest contemplated under this Lease (including but not limited to assignments). This section is, as are all other Sections of this Lease, subject to the limitations of Section 21.28.

SECTION 24. TENANT’S OPTION TO PURCHASE

24.1 **Grant of Option to Purchase.** Landlord grants to Tenant the exclusive option (“**Option to Purchase**”) to purchase the Building on the terms and conditions set forth in this Section 24, as defined below. The Building shall be deemed to include the real property described herein together with (i) all rights and interests appurtenant thereto, (ii) all of Landlord’s rights, title and interest in and to all minerals, oil, gas and other hydrocarbon substances thereon or thereunder, (iii) all access, air, water, riparian, development, utility and solar rights related thereto, (iv) all tangible personal property located on and/or used in connection with the ownership, operation, use, development, maintenance or repair thereof or attached thereto, (v) all rights, title and interest in and to all intangible property, goodwill, rights, privileges, and appurtenances in any way related to, or used in connection with, the ownership, operation, use, development, maintenance or repair thereof, including, without limitation, permits (to the extent assignable or transferable), books and records, guaranties, and warranties; and (vi) any contracts, agreements, permits or commitments, whether written, binding upon or relating to thereto that Tenant elects to assume.

24.2 **Purchase Price and Terms.** If the Option to Purchase is exercised in accordance with Section 24.3 below, Landlord agrees to sell the Building to Tenant at a purchase price (“**Purchase Price**”) as determined in accordance with Section 24.3 below. For the avoidance of doubt, in no event shall the Purchase Price be less than a ten percent (10%) capitalization rate as determined by the then-current Base Rent. The purchase and sale will be consummated upon the terms and conditions set forth in a purchase and sale agreement reflecting the terms contained in this Section 24 to be negotiated in good faith by Tenant and Landlord in accordance with Section 24.3 below, which shall generally be in the form of commercial purchase and sale agreements generally utilized for similar transactions in the Denver, Colorado Metropolitan Area, and otherwise in form and substance reasonably acceptable to Landlord and Tenant (the “**Sale Agreement**”).

24.3 **Manner of Exercising Option to Purchase.** The Option to Purchase may be exercised by Tenant’s delivery to Landlord, only during the period commencing on the first day of the thirty-seventh (37th) month of the Term and expiring on the last day of the sixtieth (60th) month of the Term, of a written notice of the option exercise (“**Exercise Notice**”). Upon timely delivery of the Exercise Notice, Tenant and Landlord shall promptly and diligently work in good faith to negotiate, finalize and execute a final form of Sale Agreement. Tenant and Landlord shall determine the Purchase Price as follows:

(a) Within ten (10) days of Tenant’s Exercise Notice, Landlord and Tenant shall mutually appoint and employ, at Tenant’s cost, a real estate appraiser (who shall be licensed in the State of Colorado and be a member of the American Institute of Real Estate Appraisers (“**MAI**”) with at least ten (10) years of full-time commercial appraisal and real estate marketing experience in the Denver, Colorado Metropolitan Area) to establish an appraised purchase price. If one party disagrees with the appraised purchase price, then Landlord and Tenant shall mutually appoint and employ, at the disagreeing party’s cost, a second real estate appraiser with the same qualifications as set forth above to establish the second appraised purchase price. If the parties disagree as to the second appraised purchase price, the party that did not pay for the second real estate appraiser may appoint and employ a third real estate appraiser to establish the third appraised purchase price. If the parties disagree to the price indicated in any of the three appraised purchase prices, then Tenant may offer, and Landlord shall accept, a Purchase Price that is the greater of (i) the average of the three appraised purchase prices, or (ii) a ten percent (10%) capitalization rate as determined by the then-current Base Rent.

24.4 **Completion of Sale.** Upon execution of the Sale Agreement, Tenant and Landlord will then proceed to take all actions necessary to proceed with the transaction for the purchase and sale of the Building as contemplated by the Sale Agreement.

SECTION 25. CONSTRUCTION OF FLOOR ONE TENANT IMPROVEMENTS

25.1 **Floor One Tenant Improvement Allowance.** Landlord shall provide Tenant with a tenant improvement allowance in the amount identified in Section 9 of the Summary (the “**Floor One Tenant Improvement Allowance**”) for work in updating, modifying, improving and preparing Floor One for Tenant’s use (“**Floor One Tenant Work**”). A portion of the Floor One Tenant Improvement Allowance may be used for design fees and/or construction management fees at Landlord’s discretion. The Floor One Tenant Improvement Allowance shall be disbursed by the Landlord in accordance with Landlord’s requirements and in accordance with adequate documentation supporting Floor One Tenant Work expenditures. The Floor One Tenant Improvement Allowance shall be used solely for the costs of Leasehold Improvements, and no portion of the

Floor One Tenant Improvement Allowance shall be used for furniture, personal property, working capital or any other purposes. Any unused or unallocated portion of the Floor One Tenant Improvement Allowance shall cease to be available on December 31, 2030. Tenant agrees that unless Landlord otherwise agrees in writing, Landlord shall not be obligated to furnish or provide any work or improvements requested by Tenant after the Commencement Date. Furthermore, unless Landlord otherwise agrees in writing, no portion of the Floor One Tenant Improvement Allowance shall be available for paying the costs of any additional work or improvements incurred after the Commencement Date except for any work that remains to be completed as itemized on a punch list. Items constituting "Leasehold Improvements" shall be determined by Landlord and may include, but shall not be limited to, all interior demising walls, flooring, electrical materials and equipment, mechanical, plumbing and life-safety equipment in Floor One. Tenant shall cooperate with Landlord in developing architectural and other drawings and plans for Floor One Tenant Work prior to construction, but all Floor One Tenant Work shall be designed, performed and/or constructed by architects, engineers, contractors and/or other appropriate persons or entities chosen, hired, engaged or employed by Landlord. All Leasehold Improvements shall be property of Landlord and may not be altered or removed by Tenant without Landlord's consent. The Leasehold Improvements are not unique to Tenant and will have significant residual value to Landlord at the end of the Lease. Accordingly, Landlord may require Tenant to compensate Landlord for lost utility of the Leasehold Improvements as a condition to such consent. Any dispute with respect to Floor One Tenant Work shall be conclusively resolved by an architect chosen by Landlord to Landlord's satisfaction. Tenant shall not perform, install or construct any portion of the Floor One Tenant Work. In the event Tenant undertakes any provision of the Floor One Tenant Work in contradiction of this Section 25, the Floor One Tenant Improvement Allowance shall be forfeited in its entirety, and Landlord shall be relieved of any and all obligations to complete the Floor One Tenant Work. Further, Tenant shall bear all responsibility for correcting any failures and defects, including all costs and expenses associated therein, as well as, to the extent permitted by applicable law, indemnifying Landlord with respect to any damages Landlord may incur as a result of Tenant performing, installing or constructing the Floor One Tenant Work.

25.2 Floor One Excess Costs. Any costs and expenses of the Floor One Tenant Work that exceed or are not covered by the Floor One Tenant Improvement Allowance ("Excess Costs") shall be the responsibility of and shall be paid by Tenant at the time such Excess Costs are identified and upon demand by Landlord. If Excess Costs are identified prior to actually being incurred, Landlord may require Tenant to pay to Landlord an amount equal to such Excess Costs in advance of being incurred. Landlord shall have no obligation to make any disbursements of the Floor One Tenant Improvement Allowance until it has received such Excess Costs sums. Landlord may apply all Excess Costs amounts received from Tenant to and for any purpose, including elements of the Term Floor One Tenant Work which is not specifically associated with the Excess Costs sums delivered. If Tenant fails to pay Landlord any Excess Costs within ten (10) days of Landlord's request for same, Tenant shall be in material breach of the Lease and Landlord may, among all other remedies available at law or in equity, elect to cancel this Lease by giving Tenant written notice of same. Notwithstanding the foregoing, any documented Excess Costs may be amortized over the first twenty-four (24) months of the Term at zero percent (0%) interest, not to exceed \$400,000.00.

25.3 Obligations; Waivers. Throughout the process of preparing the plans for the Floor One Tenant Work and obtaining any necessary governmental permits and approvals, each party shall act diligently and in good faith and shall cooperate with the other and with governmental agencies in whatever manner may be reasonably required. Tenant acknowledges and agrees that Landlord reserves the right, without Tenant's consent and without liability to Tenant, to make any modifications, changes or omissions to the plans required by any governmental or quasi governmental authority or utility. Tenant acknowledges that interior finishes such as brick, wood, woodgrain, carpeting, paint, cabinets, cultured marble, tile, mica, and the like, are subject to shading and gradation and may vary from samples, models or color charts, and from piece to piece, and Landlord will not be liable for such variation.

25.4 Intentionally Deleted.

25.5 Substitutions; Change Orders and Extras. Tenant may select different materials or interior finishes in lieu of the Landlord's building standard material and finishes prior to the commencement of any Floor One Tenant Work on the part of Floor One affected by the change in materials or finishes, subject to (a) Landlord's approval of same, and (b) such Tenant's substitutions complying with applicable local codes requirements. If the cost of Tenant's substitutions causes the cost of the Floor One Tenant Work to exceed the Floor One Tenant Improvement Allowance, the Tenant shall be responsible for such difference in cost as part of the Excess Costs. Any change orders or extras requested by Tenant and not included in Landlord's original plans must be agreed to by Landlord in writing. If Landlord omits any changes or extras, Landlord's only liability to Tenant will be to refund to Tenant the amount Tenant paid to Landlord as Excess Costs for each item omitted. Except for such omissions, Tenant's payment for any change orders or extras is not refundable.

25.6 Interference with Construction. Prior to the Commencement Date and after execution, Tenant will occupy and use Floor One until Floors Two and Three are ready for Tenant use. After Tenant has occupied and begun using Floors Two and Three they will vacate and not enter into or upon Floor One (except to access Floors Two and Three or to inspect Floor One where accompanied by a representative of Landlord) or interfere with the progress of construction or with workmen, and Tenant shall not permit such entry or interference by others until Floor One Tenant Work is complete. Landlord will not be liable for any injury resulting from Tenant's breach of this paragraph.

25.7 Conditions. If a casualty occurs to Floor One and/or the Building prior to the Commencement Date, Landlord may at Landlord's option either terminate this Lease, in which event this Lease shall become void and of no effect, or rebuild as soon as possible, in which event this Lease shall remain in full force and effect. However, under no circumstances shall Tenant have any interest in any insurance proceeds attributable to said casualty.

25.8 Delays Beyond Landlord's Control. Landlord anticipates Floor One will be completed by the estimated Commencement Date set forth in Section 1, but Tenant understands Landlord cannot guarantee completion by that date. Tenant acknowledges and agrees that completion of Floor One may be delayed by causes that are beyond Landlord's control, that Landlord will not be liable for any delays in completion of Floor One or in the Commencement Date, that Landlord will not have to make, provide or compensate Tenant for any accommodations or costs as a result of any delays, and that any delays will not permit Tenant to cancel, amend or diminish any of Tenant's obligations under this Lease. Tenant acknowledges and agrees that the granting of any limited right of possession or access by Landlord to Tenant prior to the Commencement Date shall not constitute a waiver by Landlord of any of Landlord's rights or Tenant's obligations under this Lease. Tenant shall not intentionally

delay the Floor One Tenant Work or the Commencement Date. Except where another time frame is specifically provided under this Lease, Tenant's failure to make a decision or take an action necessary for the progress of the Floor One Tenant Work within ten (10) days of Landlord's written request for such a decision or action shall constitute a material default and breach of the Lease.

25.9 **Certain Modifications.** Notwithstanding anything herein to the contrary, Landlord and Tenant acknowledge that the actual square footage of Floor One may differ at the Commencement Date from the square footage set forth elsewhere in this Lease. In the event of such a difference, Tenant agrees that the square footage of Floor One shall be deemed for all purposes, including but not limited to the determination of the total amount of the applicable Rent and Floor One Tenant Improvement Allowance, to be the actual square footage of Floor One as of the Commencement Date, subject to remeasurement by Landlord from time to time in accordance with Section 3.2 of this Lease.

25.10 **Landlord Work.** Notwithstanding anything in the Lease to the contrary, Landlord and Tenant agree that, at Landlord's sole cost and expense, subject to the provisions of this subsection, Landlord shall demolish the data center on Floor One and convert the space to "whitebox" shell condition, installing Building standard HVAC, sprinklers, lights, and ceiling tiles (the "**Landlord Work**"). The Landlord Work shall be performed in accordance in all material respects with applicable laws, codes and regulations and in conjunction with the Floor One Tenant Work. From and after Landlord's performance of the Landlord Work, (a) Landlord shall not have any further obligation or liability with respect to any Landlord Work in the Premises, and (b) Tenant shall, at Tenant's sole cost and expense, (i) be solely responsible for maintaining the Landlord Work in good repair and condition and in compliance with all applicable laws, and (ii) make all repairs and replacements and perform all maintenance necessary to keep the Landlord Work in such condition.

SECTION 26. PARKING

Tenant shall have access to and use of the entire parking lot surrounding the Premises as well as the underground parking garage at the Premises at no charge per space per month for the initial Term set forth in this Lease. Parking in such areas shall be at Tenant's own risk. Landlord reserves the right to change the number and location of such parking spaces from time to time, as well as the price rate. Parking spaces may be temporarily unavailable from time to time due to repairs, maintenance, improvements, or other causes. Landlord shall not be liable for and Tenant shall not be entitled to any remedy based on parking use, changes, incidents, or unavailability.

SECTION 27. SIGNAGE

So long as (i) Tenant has not defaulted under the terms of the Lease, (ii) Tenant obtains Landlord's prior written approval, and (iii) Tenant meets all municipal code requirements, Tenant shall have the right to display one (1) business sign with the content, dimensions and appearance set forth on Exhibit H at the following location (referred to as the "**Site**"):

[The sign shall be located on the upper one-fifth (1/5) of the west side of the building, between twenty (20) feet and sixty (60) feet south from the centerline front of the building.]

Tenant shall pay all costs for materials and labor involved in the display of the sign. Upon the earlier of the expiration or termination of the Lease or the request of Landlord following a default of Tenant, Tenant, at Tenant's sole cost, shall remove the sign and restore the Site to the same condition as existed prior to the installation. Tenant shall be responsible for all costs related to the removal of the sign and restoration of the Site and, to the extent permitted by applicable law, shall indemnify, defend and hold harmless Landlord and its affiliates, agents and representatives from and against any claim, loss, cost, damage, liability or expense actually or allegedly arising from or related to the installation, display, appearance, maintenance or removal of the sign.

Tenant, at its sole cost and expense, must obtain all applicable required governmental, including municipal, approvals and permits relating to the identification signage.

Any change to the signage specifications and location specified herein shall be approved by Landlord in writing in order for this right to apply to such changed signage. Tenant will maintain the Site by keeping signage in good condition acceptable to Landlord and will repair or replace it as reasonably requested by Landlord with ten (10) days upon receiving written notice from Landlord. All costs for repair, replacement, or maintenance shall be at the Tenant's sole cost and expense. Tenant further agrees that if it fails to comply with Landlord's request for repair, replace or otherwise maintain the Site or remove the sign, Landlord may cause same to be corrected, removed, or changes made and bill Tenant for the cost thereof, which amount Tenant agrees to pay within (10) days following receipt of the invoice.

SECTION 28. EXHIBITS

The following Amendments, Exhibits or other materials are attached to this Lease and made a part hereof: Exhibit A, Legal Description; Exhibit B, Floor Plan; Exhibit C, Approved Services; Exhibit D, Rules and Regulations; Exhibit E, Guaranty; Exhibit F, Rent Schedule; Exhibit G, Plans and Specifications; and Exhibit H, Signage.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Lease the day and year first above written.

TENANT:

Douglas County, Colorado,
a body politic and a political subdivision of the State of Colorado

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

LANDLORD:

DOC-11045 Lansing Circle MOB, LLC,
a Wisconsin limited liability company

By: DOC DR, LLC,
a Maryland limited liability company,
its Manager

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

EXHIBIT A TO TRIPLE NET OFFICE LEASE

LEGAL DESCRIPTION

Lot 2, Block 1

AN AMENDED PLAT OF BLOCK 1, MERIDIAN OFFICE PARK, FILING NO. 1 SECOND
AMENDMENT, the plat of which was recorded August 20, 1984 at Reception No. 334012

County of Douglas,
State of Colorado.

EXHIBIT B TO TRIPLE NET OFFICE LEASE

FLOOR PLAN

Landlord has received AutoCAD files, and Landlord has agreed to pay for an initial space plan with its architect, TPS Associates. Landlord will pay for space planning and a pricing plan for Floor One with TPS Associates for Human Services space by December 31, 2030.



1 Preliminary Space Plan #1
 Suite
 27,667 RSF (Approx.)
 *Furniture & refrigerator are for illustrative purposes only
 Not to Scale

Douglas County Consolidated Satellite Space

Lansing Point

Preliminary Space Plan #1
 Issued: 23 July 2024
 Drawn by: AC / AT / AT
 TPS Project #: 205503.01

Sheet 2 of 2

Lansing Point
 Level Two Suite
 11045 E. Lansing Cir.
 Englewood, CO 80112

TPS
 1660 Lincoln St., Ste. 100
 Denver, Colorado 80202
 (303) 691-4000
 www.TPSdesign.com



1 Preliminary Space Plan #1
 Suite
 27,667 RSF (Approx.)
 *Furniture & refrigerator are for illustrative purposes only
 Not to Scale

Douglas County Health Department

Lansing Point

Preliminary Space Plan #1
 Issued: 23 July 2024
 Drawn by: AC / AT / AT
 TPS Project #: 205503.02

Sheet 2 of 2

Lansing Point
 Level Three, Suite
 11045 E. Lansing Cir.
 Englewood, CO 80112

TPS
 1660 Lincoln St., Ste. 100
 Denver, Colorado 80202
 (303) 691-4000
 www.TPSdesign.com

EXHIBIT C TO TRIPLE NET OFFICE LEASE

APPROVED SERVICES

The undersigned hereby acknowledge and agree that the undersigned Tenant may conduct the following Approved Services on the Premises during the Term of the Lease: Counseling and judicial service functions, as well as general administrative offices

All capitalized terms not defined in this Exhibit C shall have the meanings assigned to such terms in that certain Triple Net Office Lease entered into and effective as of _____ by and between the undersigned Tenant and DOC-11045 Lansing Circle MOB, LLC, as Landlord. This Exhibit C is incorporated by reference into such Lease as if fully set forth therein.

IN WITNESS WHEREOF, Tenant and Landlord have duly executed this Exhibit C as of _____.

TENANT:

Douglas County, Colorado,
a body politic and a political subdivision of the State of Colorado

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

LANDLORD:

DOC-11045 Lansing Circle MOB, LLC,
a Wisconsin limited liability company

By: DOC DR, LLC,
a Maryland limited liability company,
its Manager

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

EXHIBIT D TO TRIPLE NET OFFICE LEASE

RULES AND REGULATIONS

1. **CONDUCT.** Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.
2. **HALLWAYS AND STAIRWAYS.** Tenant shall not obstruct or use for storage, or for any purpose other than ingress and egress, the sidewalks, entrance, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building.
3. **NUISANCES.** Tenant shall not make or permit any noise, vibration, odor or act that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon.
4. **MUSICAL INSTRUMENTS, ETC.** Tenant shall not install or operate any phonograph, musical instrument, radio receiver or similar device in the Building in such manner as to disturb or annoy other tenants of the Building or the neighborhood. Tenant shall not install any antennae, aerial wires or other equipment outside the Building without the prior written approval of Landlord.
5. **LOCKS.** With the exception of Tenant's pharmaceuticals locker or storage facility, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must upon the termination of its tenancy restore to Landlord all keys to the Premises and toilet rooms either furnished to or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.
6. **OBSTRUCTING LIGHT, DAMAGE.** The sash doors, sashes window glass doors, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall not mark, drive nails, screw or drill into, paint, nor in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.
7. **WIRING.** Electrical wiring of every kind shall be introduced and connected only as directed by Landlord, and no boring nor cutting of wires will be allowed except with the consent of Landlord. The location of the telephone, call boxes, etc., shall be subject to the approval of Landlord.
8. **EQUIPMENT, MOVING, FURNITURE, ETC.** Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building, and the times of moving which must be done under the supervision of Landlord. Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Building by moving or maintaining any such property shall be repaired at the expense of Tenant. All equipment shall be installed as required by law, and in accordance with and subject to written approval received on written application of Tenant.
9. **REQUIREMENTS OF TENANT.** The requirements of Tenant will be attended to only upon application at the office of Landlord or its Property Manager. Employees of Landlord or its Property Manager shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord or its Property Manager. No such employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord or its Property Manager. All janitorial services personnel, guards or any outside contractors employed by Tenant shall be subject to the regulations and control of Landlord, but shall not act as an agent or servant of Landlord.
10. **MEDICAL AND HAZARDOUS WASTES.** Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials, and medical, special or infectious wastes.
11. **ACCESS TO BUILDING.** Any person entering or leaving the Building may be questioned by Building security regarding his/her business in the Building and may be required to sign in and out. Anyone who fails to provide a satisfactory reason for being in the Building may be excluded.
12. **VEHICLES, ANIMALS, REFUSE.** Tenant shall not allow anything to be placed on the outside window ledges of the Premises or to be thrown out of the windows of the Building. No bicycle or other vehicle, and no animal shall be brought into the offices, halls, corridors, elevators or any other parts of the Building by Tenant or the agents, employees or invitees of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Building. Nothing herein shall prohibit any animal, device or vehicle used to assist disabled persons pursuant to the Americans with Disabilities Act and similar state or local laws. Nothing herein shall prohibit the use and parking of bicycles and other vehicles in areas designated therefore outside of the Building.
13. **EQUIPMENT DEFECTS.** Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.
14. **PARKING.** Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designated by Landlord for such purpose and shall in no event park in spaces reserved for public parking or for designated parkers. Tenant agrees

that Landlord assumes no responsibility of any kind whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.

15. CONSERVATION AND SECURITY. Tenant will see that all windows and doors are securely locked, and that all faucets and electric light switches are turned off before leaving the Building. Any light bulbs, tubes, or fixtures Tenant provides in the Premises must comply with Landlord's sustainability practices, including compliance with any Third Party Sustainability Standards adopted from time to time for the Building by Landlord. Tenant will report lighting purchases and use in the Premises to Landlord from time to time upon Landlord's request.

16. SIGNAGE. Tenant shall not place any sign upon the Premises or the Building without Landlord's prior written consent. Any lit signs must, in addition to meeting any other requirements imposed by Landlord, comply with Landlord's sustainability plan regarding light pollution, intensity, and hours of operation. Landlord reserves the right to affix, install, and display signs, advertisements and notices on any part of the exterior or interior of the Building except in the Premises, including without limitation the right to display any ENERGY STAR or other third-party sustainability certification plaques the Building may have from time to time.

17. VENDING MACHINES. Tenant shall not place, install, maintain or use any vending machine on the Premises without Landlord's prior written consent.

18. AIR CONDITIONING AND HEATING UNITS. No air conditioning or heating unit or other similar apparatus shall be used or installed by any tenant without the prior written consent of Landlord.

EXHIBIT E TO TRIPLE NET OFFICE LEASE
GUARANTY
INTENTIONALLY DELETED

EXHIBIT F TO TRIPLE NET OFFICE LEASE

RENT SCHEDULE

Lease Year	Beginning Month	Ending Month	Annual Base Rental Rate	Annual Base Rent	Monthly Base Rent	Annual Escalation
1	1	12	\$23.50	\$1,284,651.00	\$107,054.25	N/A
2	13	24	\$24.21	\$1,984,810.00	\$165,400.83	3%
3	25	36	\$24.93	\$2,044,354.30	\$170,362.86	3%
4	37	48	\$25.68	\$2,105,684.93	\$175,473.74	3%
5	49	60	\$26.45	\$2,168,855.48	\$180,737.96	3%
6	61	72	\$27.24	\$2,233,921.14	\$186,160.10	3%
7	73	84	\$28.06	\$2,300,938.78	\$191,744.90	3%
8	85	96	\$28.90	\$2,369,966.94	\$197,497.24	3%
9	97	108	\$29.77	\$2,441,065.95	\$203,422.16	3%
10	109	120	\$30.66	\$2,514,297.93	\$209,524.83	3%
11	121	132	\$31.58	\$2,589,726.86	\$215,810.57	3%
12	133	144	\$32.53	\$2,667,418.67	\$222,284.89	3%
13	145	156	\$33.51	\$2,747,441.23	\$228,953.44	3%
14	157	168	\$34.51	\$2,829,864.47	\$235,822.04	3%
15	169	180	\$35.55	\$2,914,760.40	\$242,896.70	3%

During the first (1st) Lease Year, Tenant will only pay Rent on Floor Two and Floor Three of the Building (collectively, 54,666 rentable square feet). Accordingly, in the Rent Schedule shown above, the annual Base Rent and monthly Base Rent includes the free Rent on Floor One of the Building (27,334 rentable square feet) during the first (1st) Lease Year.

EXHIBIT G TO TRIPLE NET OFFICE LEASE

PLANS AND SPECIFICATIONS

[INSERT THE PLANS AND SPECIFICATIONS FOR THE FLOOR ONE TENANT WORK HERE]

EXHIBIT H TO TRIPLE NET OFFICE LEASE

SIGNAGE

[INSERT THE CONTENT, DIMENSIONS, AND APPEARANCE OF THE SIGNAGE HERE]