

**LEASE AGREEMENT**

**BETWEEN**

**MILLENNIUM PHYSICIAN GROUP, LLC,**  
a Florida limited liability company

**AS TENANT**

**AND**

**MARVIN MAXWELL, M.D.**

**AS LANDLORD**

Property Address: 4020 US 27 N SEBRING, FL 33870

**BASIC LEASE INFORMATION**

**Effective Date:** June 23, 2025

**Landlord:** Marvin Maxwell, M.D. a/k/a Marvin Dwight Maxwell

**Tenant:** Millennium Physician Group, LLC, a Florida limited liability company

**Building:** The building located at 4020 US 27 N Sebring, FL 33870 and 4040 US 27 N Sebring, FL 33870, containing a combined 8,956 rentable square feet (together, the "Building"). The Building, together with the land that it is located upon (the "Land"), and all Common Areas are collectively referred to as the "Property". The Land is more particularly described and/or depicted on Exhibit A-1 attached hereto.

**Premises:** The portion of the Building located at 4020 US 27 N Sebring, FL 33870, containing 4,937 rentable square feet, as generally depicted on Exhibit A-2 attached hereto.

**Term:** Commences on the Commencement Date and ends on the last day of the July 30, 2030 full calendar month thereafter (the "Initial Term"), subject to extension and/or earlier termination as provided in the Lease.

**Renewal Option(s):** Tenant may extend the Term up two (2) times for five (5) years each (each a "Renewal Term") in accordance with the terms of the Lease.

**Commencement Date:** June 23, 2025

**Early Termination Rights:** Upon the occurrence of the following event, Tenant may terminate this Lease upon at least 90 days' prior written notice to Landlord: in the event Marvin Maxwell, M.D. is no longer employed by Tenant (or Tenant's affiliate) and providing medical services at the Premises.

In addition, Tenant shall have the option to terminate this Lease, for any reason or no reason, exercisable at any time during the Term upon at least 180 days' prior written notice to Landlord, in which event this Lease will terminate as of the date specified in such notice but not earlier than the expiration of the 24<sup>th</sup> Lease Month of the Term.

**Delivery of Premises/  
Landlord Warranties:** On or before the Commencement Date, Landlord shall deliver the Premises to Tenant in broom clean condition, without any tenants or parties in possession, with all mechanical, electrical, and plumbing systems in good working order and condition.

Landlord represents and warrants that the following are in good condition and repair as of the Effective Date, and if Tenant delivers written notice to Landlord within one year after the Commencement Date that the same are in need of repair or replacement, Landlord shall make all necessary repairs and replacements thereto at its sole cost and expense and without reimbursement as Operating Expenses: (i) the HVAC system serving the Premises and (ii) all generators that serve the Premises (collectively, the "Warranted Repairs"). The foregoing shall in no way limit Landlord's ongoing maintenance and repair obligations set forth in this Lease.

**Base Rent:** Tenant shall pay Base Rent to Landlord in the following amounts for the following periods of time:

<b>Lease Month</b>	<b>Annual Base Rent Rate Per Rentable Square Foot</b>	<b>Monthly Base Rent Installment Amount</b>
1-12 (Stub June 2025 included in Month 1)	\$15.00	\$6,171.25
13-24	\$15.37	\$6,325.53
25-36	\$15.75	\$6,483.59
37-48	\$16.15	\$6,645.68
49-61	\$16.55	\$6,811.82

As more particularly set forth in Section 2.1 of the Lease, the Base Rent for Month 1 of the Term (i.e., July 2025) due on July 1, 2025 shall include the prorated Base Rent for the period starting on the Commencement Date through June 30, 2025. Accordingly, the total Base Rent due to Landlord on July 1, 2025 is \$7,816.93. Base Rent for any Renewal Term shall be determined in accordance with Section 2.5 of the Lease.

**Expenses:** Tenant shall reimburse Landlord for its Pro-Rata Share of insurance, taxes, and operating expenses pursuant to Exhibit B attached hereto. Tenant's Pro-Rata Share is 55%. The Controllable Cost Cap is 3%.

**Landlord's Services:** The cost of any services provided by Landlord at the request of Tenant is subject to reimbursement by Tenant pursuant to and subject to the terms and conditions of Exhibit B attached hereto.

**Permitted Use:** Medical office uses, including, at Tenant's option, related imaging and laboratory services, administrative uses, and any other lawful uses related thereto.

**Parking Spaces:** 71 unreserved parking spaces located on the Property, all at no charge.

**Minimum Parking Ratio:** 7.9 parking spaces per 1,000 rentable square feet of the Building.

**Tenant Approvals:** "Tenant Approvals" means all licenses, permits, and other approvals required for Tenant's intended use and operation of the Premises for the Permitted Use. The "Tenant Approval Date" is the date all Tenant Approvals are actually issued to/ received by Tenant. Landlord shall cooperate with Tenant in Tenant's pursuit of the Tenant Approvals (including, without limitation, by signing such applications and other documents as may be required by governmental authorities in connection therewith). Notwithstanding anything herein to the contrary, if the Tenant Approvals are not received by the date that is 30 days after the Effective Date, then Tenant may elect to terminate this Lease upon at least 10 days' written notice to Landlord provided the Tenant Approvals still have not been obtained.

**Exclusive Uses:** Any healthcare service that is provided to patients of Tenant in the Premises.

**Minimum Utility Capacity:** Landlord agrees to provide water, electricity, and telephone service connections to the Premises with the following capacities: HVAC to the Premises at 1 ton per 525 square feet and either 400 amps of 120/208/2 Phase or 200 amps of 277/480/s phase electrical services. Landlord shall be responsible (at its sole cost and expense and without reimbursement as Operating Expenses) for making such alterations to the Premises as may be necessary to provide such utility connections.

**Existing Mortgagees:** N/A

**Broker:** N/A

**Landlord's Address:** 4020 US 27 N  
Sebring, FL 33870  
Attention: Dr. Marvin Maxwell  
Email: marvinmax05@gmail.com

**Tenant's Address:** Millennium Physician Group  
2675 Winkler Avenue, Suite 490  
Ft. Myers, FL 33901  
Attn: Legal Department  
Email: legal@mpgus.com

**With copies to:** Millennium Physician Group  
2675 Winkler Avenue, Suite 490  
Ft. Myers, FL 33901  
Attn: Lease Accounting  
Email: leaseaccounting@mpgus.com

and

Millennium Physician Group  
2675 Winkler Avenue, Suite 490  
Ft. Myers, FL 33901  
Attn: Vice President, Real Estate  
Email: realestate@mpgus.com

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease") is made and entered into as of the Effective Date by and between Landlord and Tenant (collectively referred to as the "Parties" and each as a "Party"). The definitions and provisions set forth in the Basic Lease Information section of this Lease (the "Basic Lease Information") are incorporated herein by reference for all purposes, and capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Basic Lease Information.

### ARTICLE 1 PREMISES; LEASE TERM

1.1 Premises. Upon the terms and conditions set forth herein, Landlord leases to Tenant and Tenant hereby leases from Landlord the Premises. During the Term of this Lease, Landlord grants Tenant the exclusive use of the Premises.

1.2 Common Areas. Landlord grants to Tenant the non-exclusive right, in common with Landlord and Landlord's other tenants, if any, to use all parking areas, driveways, and the entrances and exits thereto, and other facilities furnished by Landlord at or near the Building, including employee parking areas, the truck way or ways, loading docks, package pick up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other areas and improvements provided by Landlord for the general and common use of Building occupants (the "Common Areas").

1.3 Use. Tenant may not use the Premises for any use other than the Permitted Use. Landlord acknowledges and agrees that the Premises may be utilized by any physician group contracted to provide services to a Tenant's patients. Landlord covenants, represents and warrants as follows: (i) the Premises are zoned to allow the Permitted Use without requirement of any special use permit, (ii) the Permitted Use is permissible under all documents to which Landlord is a party or by which Landlord or the Building are bound, and the Permitted Use does not violate any exclusive granted to another tenant within the Building. Tenant may vacate the Premises or cease business operations in the Premises at any time for any reason or no reason, provided Tenant secures the Premises and maintains the same in accordance with its obligations set forth in this Lease. Such early vacation of the Premises shall not relieve Tenant of its obligations to pay Rent hereunder (unless Rent is abated pursuant to another provision of this Lease).

1.4 Term. The Initial Term, together with any exercised Renewal Terms, is referred to herein as the "Term". As used herein, the term "Lease Month" shall mean each calendar month during the Term. If the Commencement Date does not occur on the first day of a calendar month, the period from the Commencement Date to the first day of the next calendar month shall be included in the first Lease Month, including for purposes of determining the duration of the Term and the monthly Base Rent rate applicable for such partial month. (For example, if the Commencement Date is March 15, 2025 with a three (3) year Term, then the Term would expire at midnight on April 30, 2028).

1.5 Renewal Options. Tenant may exercise each Renewal Option by sending Landlord notice of its election at least 90 days prior to the expiration of the then-current Term (the "Renewal

Notice”). All terms of this Lease shall apply to the Renewal Term and Base Rent will be adjusted according to the provisions of this Lease.

1.6 Early Access. Tenant shall have access to the Premises commencing on the Effective Date to install its furniture, fixtures, equipment, signage, cabling, and wiring. Tenant’s occupancy and use of the Premises prior to the Commencement Date shall be under all of the applicable provisions of this Lease, except Tenant will not be obligated to pay Rent during such period of early access.

1.7 ROFR. Prior to leasing any space adjacent to the Premises or other space in the Building containing more square footage than the Premises (in either case, “ROFR Space”), Landlord shall offer such ROFR Space to Tenant to Lease. If, within 15 days after receipt of such offer Tenant notifies Landlord that it desires to lease the ROFR Space, then the Parties shall negotiate and enter into an amendment to this Lease either adding the adjacent ROFR Space to the Premises, or substituting the Premises for the larger ROFR Space. The per square foot Base Rent rate shall remain the same for the ROFR Space and all of the other terms and conditions of this Lease shall apply to the ROFR Space, except as may be agreed otherwise by the Parties.

## **ARTICLE 2 BASE RENT**

2.1 Base Rent. During the Initial Term of this Lease, Base Rent will be as set forth in the Basic Lease Information. Tenant shall pay to Landlord the Base Rent, together with any pro rata portion of the full amount of any applicable sales tax and local taxes if the same are ever required by law, payable in equal monthly installments, in advance, on the first day of each and every calendar month throughout the Term of this Lease. However, the first monthly installment of Base Rent shall be due and payable to Landlord on the first day of the month following the month of the Commencement Date. If the Commencement Date is a date other than the first day of the month, Base Rent and other charges for the period commencing with and including the Commencement Date through the first day of the following month shall be prorated accordingly. (For example, if the Commencement Date is March 15, 2025, the first monthly installment of Base Rent would be due on April 1, 2025 and would equal one full monthly installment of Base Rent plus 16/30 of a monthly installment of Base Rent; Base Rent would thereafter be due on the first day of the month for the remainder of the Term).

2.2 Additional Rent. All amounts payable by Tenant to Landlord under this Lease for taxes, insurance, and other operating expenses are collectively referred to herein as “Additional Rent”.

2.3 Definition of Rent. The term “Rent” shall refer collectively to Base Rent and Additional Rent (defined below), if any. All Rent shall be paid by Tenant without offset, demand, or other credit (unless expressly set forth otherwise in this Lease), and shall be payable only in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

2.4 Late Charge. Tenant shall pay to Landlord a late charge equal to 5% of any past-due Rent payments if such amount is received by Landlord more than 10 days after receipt of written notice from Landlord that the same is past due, such amount being the agreed upon

liquidated damages solely to defray the additional administrative expenses incurred by Landlord in processing such payment.

2.5 Base Rent for Renewal Terms. At the commencement of each Renewal Term, Base Rent will be adjusted to Fair Market Rent. "Fair Market Rent" shall mean the fair market rent for the Premises based upon the rents generally in effect for comparable buildings of medical use space in the market area where the Building is situated and will include any annual adjustments of Base Rent during said Renewal Term, if applicable.

No later than ten (10) days after Tenant provides Landlord the Renewal Notice, Landlord shall notify Tenant in writing of Landlord's proposed Fair Market Rent (the "FMV Notice"), and Tenant shall thereupon notify Landlord of Tenant's acceptance or rejection of Landlord's proposed amount. Failure of Tenant to reject Landlord's Fair Market Rent within twenty (20) days after receipt of the FMV Notice will be deemed Tenant's rejection of Landlord's proposed Fair Market Rent for the term of the Renewal Term.

If Landlord and Tenant have not been able to agree on the Fair Market Rent within thirty (30) days after Landlord's receipt of the FMV Notice, the Fair Market Rent for the Renewal Term will be determined by the following process. Landlord and Tenant shall endeavor in good faith to select a single Appraiser or commercial real estate broker having a sales license (a "licensed broker"). The term "Appraiser" means a State Certified Real Estate Appraiser licensed by the State of Florida to value commercial property. If Landlord and Tenant are able to agree upon and select a single Appraiser or licensed broker, that Appraiser or licensed broker, as the case may be, will determine the Fair Market Rent for the Renewal Term and all costs and expenses of that Appraiser or licensed broker, as the case may be, shall be paid by Landlord.

If Landlord and Tenant are unable to agree upon a single Appraiser or licensed broker by the date that is forty-five (45) days after the FMV Notice, each will then appoint one Appraiser by written notice to the other, given no later than sixty (60) days after the FMV Notice. Within five (5) business days after the two Appraisers are appointed, the two Appraisers will appoint a third Appraiser. If either Landlord or Tenant fails to appoint its Appraiser within the prescribed time period, the single Appraiser appointed by the other will determine the Fair Market Rent amount of the Premises for the term of the Renewal Term. Each party will bear the cost of the appraiser appointed by it and the parties will share equally the cost of the third appraiser. The Fair Market Rent of the Premises will be the average of two of the three appraisals that are closest in amount, and the third appraisal will be disregarded. In the event any such Appraiser fails to provide a determination of the Fair Market Rent for the extension within forty-five (45) days of being appointed, such Appraiser's determination shall be disregarded.

All Appraisers or licensed brokers appointed or selected pursuant to this subsection shall have at least 10 years' experience appraising or leasing, as applicable, commercial properties in the vicinity of the Premises and shall not have previously acted in any capacity for either Landlord or Tenant and shall be unaffiliated in any way with either Landlord or Tenant.

### **ARTICLE 3 REAL ESTATE TAXES**

3.1 Landlord's Obligations. Landlord shall pay, prior to delinquency, any real estate taxes attributable to the Premises ("Real Estate Taxes"). Real Estate Taxes are subject to reimbursement by Tenant pursuant to and subject to the terms and conditions of Exhibit B attached hereto. Real Estate Taxes shall include both general and special taxes, all property ad valorem taxes, rates, duties and assessments, local improvement taxes (including by way of example, solid waste disposal fees or assessments, storm water drainage assessments, road improvement assessments), that are levied, charged, or assessed against the Premises by any lawful taxing authority, whether federal, state, municipal, district, school, or otherwise, and all other taxes which are imposed in lieu of, or in addition to, any such real property or ad valorem taxes. Tenant's Obligations. Tenant shall pay, prior to delinquency, any real estate taxes which may be levied upon or assessed against the personal property of Tenant situated on the Premises, to the extent applicable to the Term. Landlord covenants and agrees to pay all Real Estate Taxes at such time as to take advantage of the maximum discount allowable (i.e., Tenant shall receive the benefit of all abatement, reduction or similar tax concession programs to which Landlord is entitled).

3.2 Tenant's Right to Contest Real Estate Taxes. To the extent the Premises is separately assessed, Tenant shall have the right to contest the amount or validity, in whole or in part of any Real Estate Taxes, or to seek a reduction in the assessed valuation of the Premises, provided that prompt notice of the contest, objection, or opposition shall be given to Landlord by Tenant at least 20 days before any delinquency and provided, further, that the contest, objection, or opposition shall not be carried on or maintained after the time limit for the payment by Tenant of the obligations unless Tenant shall have duly paid the amount involved under protest or shall have procured and maintained a stay of all proceedings to enforce any collection thereof and shall also have provided for payment thereof, together with all penalties, interest, costs, and expenses, by a deposit of a sufficient sum of money with the taxing authority, a court of competent jurisdiction, or such other place, if any, as shall be prescribed by applicable law or by a good and sufficient undertaking as may be required or permitted by law to accomplish a stay and Tenant shall be entitled to all proceeds of any refund received by Landlord or Tenant as a result of any such contest or appeal and the proceeds of any abatement or refund for taxes otherwise obtained. Landlord agrees to cooperate with Tenant in a reasonable manner in connection with the foregoing. In the event of any such contest, objection, or opposition, Tenant agrees to pay and discharge any unpaid amounts finally determined to be due within such time period as may be required by law to avoid delinquency.

#### **ARTICLE 4 INSURANCE AND INDEMNITY**

4.1 Tenant Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, on an occurrence basis, the following insurance, in the amounts and on the forms specified below or such other amounts and on such other forms as Landlord may from time-to-time reasonably request, with insurance companies reasonably satisfactory to Landlord:

4.1.1 Comprehensive general liability insurance, together with a broad form comprehensive general liability endorsement, covering bodily injury to or personal injury to or death of any person, or more than one (1) person, or for damage to property in an amount of not less than \$1 million combined single limit each Occurrence/General Aggregate and including a per location General Aggregate endorsement. All such insurance will be written on the most current occurrence ISO Commercial General Liability Form including without limitation, personal

injury and contractual liability coverage for the performance by Tenant of the indemnity agreements set for in this Lease, which insurance shall include a waiver of subrogation rights in favor of Landlord; and

4.1.2 Insurance covering all of Tenant's furniture, fixtures, machinery, equipment, and any other personal property owned and used in Tenant's business and found in, on, or about the Premises, and any leasehold improvements to the Premises in an amount not less than the full replacement cost under Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insured against under Special Form ("all risk of direct physical loss" coverage). All such insurance will be written on the most current ISO Commercial Property Form. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; except, however, if this Lease is terminated due to Casualty, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, and any other personal property.

4.2 Landlord Insurance. Landlord, at its own expense, also shall provide and maintain in force during the Term of this Lease, property insurance for the full replacement value of the Building, and liability insurance in the amount of not less than \$1,000,000 per occurrence, with one or more responsible insurance companies duly authorized to transact business in the jurisdiction in which the Premises are located. Landlord shall furnish Tenant with certificates of all insurance required by this Section 4.2. Landlord's insurance premiums are subject to reimbursement by Tenant pursuant to and subject to the terms and conditions of Exhibit B attached hereto.

4.3 Waiver of Subrogation. Landlord and Tenant each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other Party, for any loss or damage to such waiving Party arising from any cause covered by any property or other insurance required to be carried by such Party pursuant to this Article 4 or any other property insurance actually carried by such Party. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the Building in which the Premises are located, or the contents thereof. Except as specifically provided in this Section 4.3, nothing contained in this Lease shall be interpreted or deemed to constitute a waiver or release by either Party of the other from liability for damages resulting from the willful misconduct or negligence of such other Party, its employees, agents, or contractors.

4.4 Indemnification. Tenant shall indemnify, defend and save Landlord harmless from and against any and all actual claims, actions, damages, liability and expense incurred in connection with loss of life, personal injury and/or damage to or destruction of property arising from the occupancy or use by Tenant of the Premises or any part thereof, except which result from Landlord's breach of this Lease or from the negligence or willful misconduct of Landlord or any party acting on Landlord's behalf. Landlord shall indemnify, defend, and save Tenant harmless from and against any and all actual claims, actions, damages, liability and expense incurred in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Premises occasioned in whole or in part by (i) any acts or omissions of Landlord or any party acting on Landlord's behalf, except which result from Tenant's breach of this Lease or the negligence or willful misconduct of Tenant or any party acting

on Tenant's behalf, or (ii) arising out of any breach or default by Landlord in the performance of its obligations hereunder.

## **ARTICLE 5 UTILITIES**

To the extent the Premises are separately metered, Tenant shall connect in its own name and pay for all utility service charges related to water, gas, electricity, telecommunication, and any other utility used and consumed in the Premises. If any of the foregoing services are not separately metered, Landlord shall contract for such services, and the cost thereof will be subject to reimbursement by Tenant pursuant to and subject to the terms and conditions of Exhibit B attached hereto. If: (i) Tenant is prevented from using the Premises because of the unavailability of any Essential Service (as defined below) for a period of more than three consecutive business days following Landlord's receipt from Tenant of a written notice regarding such unavailability; and (ii) such unavailability was not caused by Tenant or any party acting at the direction of or under the control of Tenant, then Tenant shall, as its exclusive remedy, be entitled to an abatement of Rent for each consecutive day (beginning with the start of the three-business day period) that Tenant is so prevented from using the Premises until availability of such Essential Service is restored. "Essential Services" means electricity service, heating and air conditioning, water, and sewerage. If such interruption continues for a period of 30 consecutive calendar days following written notice from Tenant to Landlord, then Tenant may, during the next 10 days, but not thereafter, upon written notice to Landlord so stating, elect to terminate this Lease, in which event this Lease shall terminate 30 days after such notice is delivered to Landlord. Notwithstanding the foregoing, in the event an interruption of an Essential Service is the result of a Casualty Loss (as defined herein), the provisions of Article 13 shall control.

## **ARTICLE 6 SUBORDINATION AND ATTORNMENT**

6.1 Landlord hereby represents and warrants to Tenant that, as of the Effective Date, there are no holders of mortgage liens, deeds to secure debt, or deeds of trust, or ground or other lessors or sublessors, or other interests of any other party possessing a prior or superior interest in the Premises or Property over this Lease or otherwise encumbering all or any portion of the Property except for the Existing Mortgagees. Without expense to Tenant and within 10 days following the Effective Date of this Lease, Landlord shall furnish to Tenant a fully-executed original agreement in recordable form (or a recorded copy or original of a fully-executed agreement) in form and substance reasonably acceptable to Tenant ("Non-Disturbance Agreement"), executed by each Existing Mortgagee, if any, wherein (i) such holder consents to this Lease and acknowledges that Tenant's possession and right of use under this Lease in and to the Premises shall not be disturbed by such holder so long as no default exists, and (ii) such holder agrees to comply with Landlord's obligations under this Lease (subject to commercially reasonable exceptions) unless and until Tenant breaches any of the provisions of this Lease, and, as a result of such breach, this Lease and Tenant's right to possession hereunder are legally terminated in accordance with the provisions of this Lease.

6.2 With respect to subsequent mortgage liens, deeds to secure debt, deeds of trust, or ground leases first encumbering the Property after the Effective Date, within 10 days' written request by Landlord, Tenant shall execute and deliver an agreement subordinating this Lease to

any Mortgage; provided, however, such subordination shall be upon the express condition that the holder of such interest shall execute and deliver to Tenant a Non-Disturbance Agreement with respect to such interest.

6.3 The failure of the Landlord to provide a Non-Disturbance Agreement shall give Tenant the right to terminate this Lease.

## **ARTICLE 7 ASSIGNMENT AND SUBLETTING**

Except as herein provided, Tenant may not assign this Lease in whole or in part, nor sublet all or any portion of the Premises, without the prior written consent of Landlord in each instance, which shall not be unreasonably withheld, conditioned or delayed and shall be deemed granted if not given or denied in writing within 30 days from Tenant's written request therefor. Notwithstanding the foregoing, such consent shall not be required if such assignment or sublease is (i) from Tenant to an affiliate of Tenant, (ii) a wholly owned subsidiary of Tenant or to a wholly owned subsidiary of Tenant's parent, if any, (iii) to any person or entity with which or into which Tenant has merged or consolidated, or (iii) to any person or entity which acquires all, substantially all or a majority of the Tenant's assets or stock or leases. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. No assignment, under letting, occupancy or collection shall be deemed acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained; provided, however, in the event a transferee assumes all obligations under this Lease for the entire Premises in accordance with the terms of this Article 7, then Tenant shall be released of all further obligations hereunder. Landlord, by its acceptance hereof, acknowledges that Tenant may mortgage or collaterally assign its interest in and to this Lease and the leasehold estate created hereunder to institutional lenders providing financing to Tenant, to Tenant's parent, if any, or to any subsidiary or affiliate of Tenant. Tenant acknowledges and agrees that any and all right and interest of the Landlord in and to the Premises, and all right and interest of the Landlord in this Lease, may be conveyed, assigned, or encumbered at the sole discretion of the Landlord at any time. In addition, notwithstanding the foregoing to the contrary, Tenant shall have the right to license or sublet all or any portion of the Premises to a physician, physician group, professional corporation or other entity licensed to practice medicine or to such other individuals or entities providing health-related services, without obtaining Landlord's prior consent.

## **ARTICLE 8 COMMON AREAS; PARKING**

8.1 Control of Common Areas by Landlord. All Common Areas shall at all times be subject to the exclusive control, responsibility, and management of Landlord, and Landlord shall have the right from time to time to establish, modify, and enforce reasonable rules and regulations with respect to the Common Areas. Notwithstanding anything to the contrary herein, Landlord shall not make any changes, modifications, alterations or additions to the Common Areas that materially adversely impacts the access to or visibility of the Premises, or Tenant's use of the Premises for the Permitted Use, or decreases the square footage of the Premises.

8.2 Parking. Tenant shall be entitled to use the number of parking spaces specified in the Basic Lease Information. Landlord shall not allow any use on the Property that causes or contributes to the excessive use of the parking areas. Landlord may not charge Tenant any parking fees. Landlord shall not reserve parking spaces for another tenant's or occupant's exclusive use or otherwise reduce the number of available nonexclusive parking spaces if the same would cause the ratio of nonexclusive parking spaces per 1,000 rentable square feet of the Building to be lower than the Minimum Parking Ratio specified in the Basic Lease Information. Landlord acknowledges and agrees that Tenant may keep one or more company vehicles in the parking areas (including overnight).

8.3 Exclusive Use. Landlord shall not allow any portions of the Building or Property (other than the Premises) to be used for the Exclusive Uses during the Term, without Tenant's prior written consent, which may be withheld in Tenant's sole and absolute discretion. Due to the difficulty of fully compensating Tenant for damages that may result from the breach or threatened breach of this Section 8.3, Tenant is entitled to seek injunctive relief, including temporary restraining orders, preliminary injunctions, and permanent injunctions, to enforce the above provisions. Additionally, if Landlord breaches this Section 8.3 and such breach is not cured within 30 days after receipt of written notice from Tenant, Base Rent shall automatically abate until the breach is cured, and if the breach is not cured within 90 days after the initial notice from Tenant, Tenant may terminate this Lease upon at least 30 days' prior written notice to Landlord, or continue to receive the Base Rent abatement. However, the foregoing does not diminish Tenant's right to seek other legal, contractual, or equitable remedies or to claim and recover damages.

## ARTICLE 9 TENANT'S FIXTURES AND IMPROVEMENTS

9.1 Alterations by Tenant. Tenant shall not make any structural alterations, renovations, improvements or other installations (collectively "Alterations") in, on or to any part of the Premises without Landlord's prior approval thereof, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Tenant shall have the right, without the consent of Landlord, to make non-structural improvements, decorate, paint and alter the Premises, and install or affix any device, fixture or attachment to the Premises which does not materially and adversely affect the structure of the Building (collectively, "Minor Alteration(s)"). Minor Alterations shall include, without limitation, cabling for data, wireless, and telephone transmission, supplemental HVAC, security systems and card access systems, moving non-load bearing walls, minor plumbing and electrical work, modifying or re-arranging fixtures, and similar alterations within the Premises.

## ARTICLE 10 MAINTENANCE

10.1 Maintenance by Tenant. Tenant shall, at its sole cost, repair, replace, and maintain the Premises (including the interior walls, ceilings, doors, and floors in the Premises, and any specialized or supplemental electrical, lighting, plumbing, mechanical, fire protection, life safety and HVAC systems exclusively for Tenant's use) in the same (or better) condition and repair as they were in on the Commencement Date, except for: (a) normal wear and tear, (b) damage by casualty or condemnation, (c) repairs or replacements within the walls of the Premises (i.e., Tenant would be

responsible for repairing a light fixture outside of the walls, but not for any in-wall electrical work), and (d) Landlord's obligations hereunder (including, without limitation, the Warranted Repairs). Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be required to spend more than \$1,500 in the aggregate for any repairs or capital replacements of the HVAC system during any calendar year of the Lease Term reasonably required to or at the Premises. Any and all repairs or capital replacements of the HVAC system reasonably required to or at the Premises in excess of this threshold during any calendar year of the Lease Term shall be at the sole cost and expense of Landlord.

10.2 Maintenance by Landlord. Landlord shall conduct its business and maintain the Building and the Common Areas in a high class and reputable manner and in a clean and safe condition, and shall maintain adequate staff for the upkeep of the Building. Landlord shall not allow any nuisance (or conditions that could constitute a nuisance), offensive conditions or odors to exist at the Building. Landlord shall be responsible for (a) any and all needed repairs or replacement to the Building's Structure (defined below), Building's Systems (defined below), and/or the Common Areas, (b) any repairs or replacements that are occasioned by or attributable to defective materials or workmanship in the construction of the Building or Premises, (c) any repair or replacement to the Premises necessitated by damage caused by Landlord or third parties acting on Landlord's behalf during the Term, (d) any and all needed repairs or replacement to the HVAC System that do not constitute ordinary repairs and maintenance covered by Tenant's servicing contact (which shall necessarily include any capital repairs and replacements), (e) in-wall electrical conduits/wiring and plumbing located within the Premises and (f) the Warranted Repairs. As used herein, "Building's Structure" means the roof (including all components of the roof system, including roof sheeting and membrane), footings, exterior walls and glass, windows, structural portions of load-bearing walls, structural floors and subfloors, structural columns and beams, foundation, and structural integrity of any of the buildings or improvements to the Property. As used herein, "Building's Systems" means all electrical, plumbing, exterior lighting and other utility systems, fixtures and equipment (other than fixtures and equipment located entirely within and exclusively serving the Premises), glass, sprinkler and life-safety systems, generator, and other building-wide systems. For purposes of clarification, the respective maintenance obligations of the Parties are set forth in the exhibit attached hereto as Exhibit D.

10.3 Self-Help. If Landlord fails to perform any of its maintenance or repair obligations for more than 15 days after notice from Tenant (although notice shall not be required in an emergency), Tenant may make the repairs, and, within 30 days after demand, Landlord shall pay the reasonable cost of the repairs, plus an amount equal to 15% of such expenses to cover Tenant's administrative costs. If Landlord fails to reimburse Tenant within 30 days after Landlord's receipt of said invoice, Tenant may offset said cost against Base Rent.

## ARTICLE 11 COMPLIANCE WITH LAWS

11.1 Compliance with Laws. Landlord covenants, represents and warrants that as of the Effective Date of the Lease, the Premises and Common Areas are compliant with all local, state and federal applicable laws, rules and regulations, including, without limitation, the Americans with Disabilities Act of 1990 rules and regulations (collectively, "Applicable Laws") and that Landlord shall be responsible, at its sole cost and expense (and without reimbursement as Operating Expenses), for making such alterations, modifications, and improvements are necessary

to bring the same into compliance with Applicable Laws, except to the extent such alterations are necessitated due solely to changes made to the Premises by Tenant. Tenant shall have no liability or responsibility for any costs and expenses associated with altering the Premises to comply with Applicable Laws, except to the extent that such alterations are necessitated due solely to changes made to the Premises by the Tenant.

## **ARTICLE 12 HAZARDOUS MATERIALS**

12.1 Tenant Covenants. Tenant shall not use or allow the Premises to be used for the Release, storage, use, treatment, disposal or other handling of any Hazardous Materials, without the prior consent of Landlord, except that Tenant may without Landlord's prior written consent store, use, treat and handle such Hazardous Materials as are ordinarily and commonly used in its operation of medical offices provided that it does so, and disposes of same, in accordance and compliance with applicable environmental laws, rules and regulations ("Tenant's Hazardous Materials Activity"). The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, ("CERCLA"). The term "Hazardous Materials" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state, or local law, code, ordinance or regulation ("Hazardous Materials Laws").

12.2 Disclosure Warning and Notice Obligations. Tenant shall comply in all material respects with all laws, ordinances and regulations regarding the disclosure of the presence or danger of Tenant's Hazardous Materials. Tenant acknowledges and agrees that all reporting and warning obligations required under the Hazardous Materials Laws with respect to Tenant's Hazardous Materials Activity are the sole responsibility of Tenant, whether or not such Hazardous Materials Laws permit or require Landlord to provide such reporting or warnings, and Tenant shall be solely responsible for complying with such Hazardous Materials Laws regarding the disclosure of, the presence or danger of Tenant's Hazardous Materials Activity. Tenant shall promptly notify Landlord, in writing, of any complaints, notices, warnings, reports or asserted violations of which Tenant becomes aware relating to Hazardous Materials on or about the Premises. Tenant shall also promptly notify Landlord if Tenant knows or has reason to believe Tenant's Hazardous Materials have or will be released in or about the Premises.

12.3 Landlord Representations. Landlord hereby represents and warrants to Tenant to the actual knowledge of Landlord without investigation:

(a) No Hazardous Materials are now located at the Premises in violation of Environmental Law;

(b) There are no Hazardous Materials present in, on or under any part of the Premises in a quantity or concentration or otherwise under circumstances giving rise to liability for cleanup, removal or other response activity under Hazardous Materials Law; and

(c) No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials is in existence, or proposed, threatened or

anticipated with respect to the Premises. No portion of the Premises is currently on or has ever been on, any federal or state "Superfund" or "Superlien" list.

12.4 Landlord Covenants. Landlord shall not use, store, generate or dispose of any Hazardous Substances in violation of any Hazardous Materials Laws on or in the Common Areas or other areas of the Building which are in the control of Landlord. If such Hazardous Materials Laws require Landlord to remove, abate, or otherwise remediate the existence of any such Hazardous Materials discovered in the Common Areas and other areas in the Building which are in Landlord's control, Landlord, at Landlord's sole cost and expense, shall be responsible for such removal, abatement, and remediation, and the Rent shall abate to the extent that all or any portion of the Premises are unusable as a result such remediation.

12.5 Landlord Indemnification. Landlord shall indemnify, defend and hold harmless Tenant and its employees, agents, and representatives from and against any and all claims, suits, losses, costs, expenses, damages or liability of any kind relating to any of the following events or circumstances (i) any "release" as defined in CERCLA or any other Hazardous Materials Law of any Hazardous Materials caused by Landlord or existing prior to the Commencement Date hereof, (ii) any contamination of the soil or ground water, or damage to the environment or natural resources at the Premises caused by Landlord or existing prior to the Commencement Date hereof, and (iii) any toxic, explosive or otherwise dangerous materials buried beneath or concealed within the Premises by Landlord or existing prior to the Commencement Date hereof.

12.6 Survival. The respective rights and obligations of Landlord and Tenant under this Article 12 shall survive the expiration or termination of this Lease.

### **ARTICLE 13 DESTRUCTION OF PREMISES**

13.1 Destruction of Building/Premises; Casualty Loss. If any portion of the Premises is rendered unusable for Tenant's business operations or inaccessible as a result of damage from fire, natural disaster, a named storm, the elements, accident, or other casualty (collectively, "Casualty" and/or "Casualty Loss"), this Article 13 shall apply.

13.2 Determination of Extent of Casualty Loss. Within 45 days of a Casualty Loss, Landlord shall notify Tenant whether the cost to rebuild, replace, or repair any Casualty Loss suffered at the Premises exceeds 50% of the replacement cost of the Premises. Said notice shall be in strict compliance with the notice provisions of this Lease. Should Landlord fail to notify Tenant of the cost to rebuild, replace, or repair any Casualty Loss, Tenant shall have the option to terminate this Lease upon 30 days' notice.

13.3 Casualty Loss Equal to or Greater than 50% of Replacement Cost of Premises. If the cost to rebuild, replace, or repair any Casualty Loss suffered at the Premises exceeds 50% of the replacement cost of the Premises, Landlord and Tenant shall each have the option to terminate this Lease within 30 days of such determination regarding the extent of the Casualty Loss and the cost to replace or repair the Premises. Unless the above-mentioned options to terminate are exercised by either Party consistent herewith, Landlord shall rebuild, replace, or repair the Premises to a condition substantially similar to the pre-Casualty Loss condition of the Premises within 180 days of the Casualty Loss at its sole expense; provided however, if the Premises cannot be rebuilt, replaced or repaired, as the case may be, within said 180-day period, Landlord shall

have additional time as is reasonably necessary to rebuild, replace or repair the Premises, as the case may be, not to exceed 270 days in the aggregate, provided that Landlord is diligently pursuing the same to completion.

13.4 Casualty Loss Less than 50% of Replacement Cost of Premises. If the cost to rebuild, replace, or repair any Casualty Loss suffered at the Premises does not exceed 50% of the replacement cost of the Premises, Landlord shall rebuild, replace, or repair the Premises to a condition substantially similar to the pre-Casualty Loss condition of the Premises within 180 days of the Casualty Loss at its sole expense.

13.5 Failure to Adequately & Timely Repair Casualty Loss. If any Casualty Loss is not fully repaired consistent with the terms and timeframes enumerated above in this Article 13, and absent written agreement between the Parties executed with the same legal formalities of this Lease, Tenant shall have the option to terminate this Lease upon 30 days' notice.

13.6 Rent Abatement. Following a Casualty Loss, all Rents owed by Tenant to Landlord under this Lease shall, without any further action from Tenant, automatically abate as of the date of the Casualty Loss in proportion to the extent of the Premises have been rendered unusable for Tenant's business operations.

13.7 Waiver of Defense. Landlord expressly waives any force majeure related defense to a claim made under this Article 13. Landlord acknowledges that it has adequate time and opportunity to seek the advice of independent counsel.

13.8 Emergency Casualty Loss Remediation. Upon Landlord's written approval (email permitted), Tenant, or its agents and/or contractors, are permitted, but not required, to perform emergency Casualty Loss remediation efforts, in a workmanlike fashion, and shall be reimbursed by Landlord, either in cash or rent abatement/offset, for any reasonable expenses (materials and labor) associated therewith. Emergency Casualty Loss remediation efforts shall include, but not limited to, water diversion/intrusion mitigation, debris removal, roof tarping, etc. Landlord hereby agrees to indemnify, release, waive, and hold harmless Tenant, its employees, officers, directors, agents, and contractors from any and all claims, causes of action, liability, and damages regarding, related to, or stemming from the performance of emergency Casualty Loss remediation efforts, including those claimed by affected/injured third parties, provided that all emergency Casualty Loss remediation efforts are performed in a workmanlike fashion (relative to what can reasonably be expected during ongoing instances of a natural disaster or the effects thereof), and in the absence of gross negligence or intentional acts.

13.9 Final Year of Term. Notwithstanding anything to the contrary in this Lease, if any Casualty Loss occurs within the final year of the Term, Tenant and Landlord shall each have the option to terminate this Lease upon at least 30 days' prior written notice to the other Party; provided, however, Landlord shall not have the right to terminate this Lease pursuant to this Section 13.9 if Tenant is still operating in part of the Premises after the Casualty Loss.

## **ARTICLE 14 EMINENT DOMAIN**

14.1 For purpose of this section, "condemnation" shall mean (i) a taking by any public or quasi-public entity, whether by legal proceedings or otherwise, and (ii) a voluntary sale or

transfer by Landlord under threat of condemnation or while legal proceedings for condemnation are pending.

14.2 If the Premises are totally taken by condemnation, this Lease shall terminate as of the date of condemnation. If a portion of the Premises is taken by condemnation, this Lease shall remain in effect, except that Tenant may terminate this Lease by written notice to Landlord within 30 days after the date of condemnation if Tenant reasonably determines that portion of the Premises remaining after condemnation is unsuitable for Tenant's use. Whether or not any portion of the Premises is taken by condemnation, if 25% percent or more of the Building or the land is taken by condemnation, Landlord may elect to terminate this Lease by written notice to Tenant within 30 days of the date of condemnation.

14.3 Landlord shall be entitled to and Tenant hereby assigns to Landlord the entire amount of any award in connection with the condemnation of the Premises or the Building.

14.4 Tenant shall have the right to recover from the condemning authority such compensation as may be separately awarded to Tenant on account of interruption of Tenant's business, loss of Tenant's leasehold in the Premises and for business loss, moving and relocation expenses so long as such claim shall not diminish or otherwise adversely affect Landlord's compensation. Additionally, if this Lease shall be terminated by either Party pursuant to this Article 14, Landlord shall reimburse Tenant for Tenant's reasonable costs of relocation, including without limitation moving expenses, advertising and loss of business, to the extent Tenant does not otherwise recover such costs from the condemning authority.

14.5 Notwithstanding anything to the contrary in this Lease, if any taking or condemnation of any portion of the Premises, the Building or Common Areas unreasonably interfere with Tenant's ability to conduct its business, Tenant may, at its sole option, terminate this Lease upon 15 days' prior written notice to Landlord.

## **ARTICLE 15 DEFAULTS**

### 15.1 Events of Default By Tenant. If:

- (i) Tenant fails to pay Rent or Additional Rent within five days after written notice from Landlord of delinquency;
- (ii) Tenant fails to fulfill any of the terms or conditions of this Lease or any other lease heretofore made by Tenant for space in the Premises and the same is not cured within 30 days after written notice thereof from Landlord, unless the same cannot be cured within said 30 day period, in which case Tenant shall have such additional time as is reasonably necessary to cure such default, not to exceed 90 days in any and all events, provided that Tenant commences such cure within said 30 day period and thereafter diligently prosecutes the same to completion;
- (iii) the appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's assets occurs, or if the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises, or of Tenant's

interest in this Lease, occurs, and in the case of an involuntary appointment only, the same is not dismissed within 90 days from said appointment;

- (iv) Tenant should file any voluntary petition in bankruptcy, reorganization or arrangement, or an assignment for the benefit of creditors or for similar relief under any present or future statute, law or regulation relating to relief of debtors; or
- (v) Tenant should be adjudicated bankrupt or have an involuntary petition in bankruptcy, reorganization or arrangement filed against it and the same not be dismissed within 90 days of the date of the filing thereof;

then, Tenant shall be in default hereunder.

15.2 Landlord's Default. If Tenant asserts that Landlord has failed to meet any of its obligations under this Lease, Tenant shall provide written notice ("Notice of Default") to Landlord specifying the alleged failure to perform, and Tenant shall send by certified mail, return receipt requested, a copy of such Notice of Default to any and all mortgage holders, provided that Tenant has been previously advised of the addresses of such mortgage holder(s). Landlord shall have a 30 day period after receipt of the Notice of Default in which to commence curing any non-performance by Landlord, and Landlord shall have as much time thereafter to complete such cure as is necessary so long as Landlord's cure efforts are diligent and continuous not to exceed 90 days in any and all events. However, if Landlord has not begun the cure within 30 days of receipt of the Notice of Default, or Landlord does not thereafter diligently and continuously attempt to cure, then Landlord shall be in default under this Lease. If Landlord is in default hereunder, Tenant may terminate this Lease and/or exercise any of its rights and remedies at law or in equity, which remedies shall not be mutually exclusive, including without limitation its right to collect attorneys' fees and costs. All costs incurred by Tenant in collecting any amounts and damages owing by Landlord pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned over to an attorney, whether or not one or more actions are commenced by Tenant, will also be recoverable by Tenant from Landlord. For clarification, Tenant's rights in this Section 15.2 are in addition to any other rights that Tenant may have under this Lease as a result of Landlord's noncompliance with the terms hereof, and Tenant shall not be required to send a Notice of Default prior to exercising any of its self-help rights in this Lease.

## ARTICLE 16

### LANDLORD'S REMEDIES FOR TENANT'S DEFAULT.

16.1 Landlord's Options. If Tenant is in default of this Lease, Landlord may, at its option, in addition to such other remedies as may be available under applicable laws:

- (i) Terminate this Lease, and all of the obligations and responsibilities of Landlord and Tenant under this Lease shall terminate except for accrued liabilities and except that Tenant shall surrender the Premises to Landlord in the condition required under this Lease; or
- (ii) Re-enter the Premises by summary proceedings or otherwise, expel Tenant and remove all property therefrom, use commercially reasonable efforts to relet said

premises expeditiously at market rent and receive the rent therefrom; provided, however, Tenant shall remain liable for Base Rent less any avails of reletting, after deducting from such avails the reasonable cost of obtaining possession of the Premises and the reasonable cost of any repairs necessary to prepare it for reletting. Any and all monthly deficiencies so payable by Tenant shall be paid monthly on the date herein provided for the payment of Rent, upon Tenant's receipt of Landlord's invoice therefor.

16.2 Regulated Property. Notwithstanding the foregoing Section 16.1 above, with respect any removal of Tenant's property, Landlord shall at all times maintain the confidentiality and security of the Regulated Property (defined below) in accordance with the requirements of the Health Insurance Portability and Accountability Act of 1996 and as amended or replaced from time to time ("HIPAA") and, in any case, in a strictly secure and confidential manner, and shall turn over the Regulated Property to Tenant, its designee or legal counsel upon written request therefore. The term "Regulated Property" shall mean any property of Tenant, including, without limitation, books and records, data files, computer servers and other computer hardware and software, that contains any personally identifiable health information. For a period of ten (10) days after the date on which Tenant is dispossessed of the Premises, Tenant shall be permitted, provided Tenant is accompanied by a representative of Landlord, to enter the Premises for the sole purpose of retrieving and removing the Regulated Property. Tenant shall remain liable for all Rent and other charges due under this Lease during such 10-day period. Any Regulated Property not removed by Tenant within such period shall be deemed abandoned and may be kept in place, removed, stored, or disposed of by Landlord at Tenant's sole cost and expense. If Tenant fails to comply with this Section, Landlord may perform such obligations on Tenant's behalf, and Tenant shall reimburse Landlord for all reasonable costs and expenses incurred in connection therewith within thirty (30) days following written notice. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

16.3 Duty to Mitigate Damages. No matter what the remedy elected by Landlord above and despite any indication to the contrary herein, in the event of any termination of possession or termination of this Lease, Landlord shall have a duty to mitigate its damages and to use commercially reasonable efforts to relet the Premises.

16.4 Waiver of Jury Trial. Landlord and Tenant hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon, arising out of, under or in connection with this Lease or any documents contemplated to be executed in connection herewith or any course of conduct, course of dealings, statements (whether oral or written) or actions of either Party arising out of or related in any manner to the Premises (including, without limitation, any action to rescind or cancel this Lease or any claims or defenses asserting that this Lease was fraudulently induced or is otherwise void or voidable).

## **ARTICLE 17 LIMITATIONS OF LIABILITY**

17.1 The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of the Landlord are concerned shall be limited to mean and include the owner or owners of the fee simple of the Premises; and in the event of transfer or transfers of the fee premises to any person, the Landlord herein named (and in the case of subsequent transfers or conveyances the then grantor or assignor), shall be automatically freed and relieved from and after the date of such

transfer or conveyance or assignment of all liability as respects the performance of any covenant or obligation on the part of the Landlord contained in this Lease thereafter to be performed provided that the transferee assumes such liability, it being the intention of the Parties that the covenants and obligations to be observed and performed by the Landlord shall run with the Property. Anything in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall, subject to prior rights of any mortgagee of the Property, look solely to the estate and property of Landlord in the Property for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of Landlord or any principal of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

17.2 Unless due to the negligence or misconduct of Landlord or as otherwise expressly set forth in this Lease (and subject to the waivers of subrogation set forth in this Lease), Landlord shall not be liable for any damage to property of Tenant or of others located in the Premises, nor for the loss of or damage to any property of Tenant or of others by theft, fire, explosion, falling plaster, steam, gas, electricity, water, rain, or snow.

17.3 Neither Tenant, nor any partner or member of Tenant, nor any officer, director, shareholder or employee of Tenant, its partners and/or members, shall have any personal liability whatsoever with respect to this Lease.

## ARTICLE 18 ACCESS BY LANDLORD

18.1 Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times on not less than 48 hours prior notice to Tenant (except in the case of emergency), to show them to prospective purchasers of the Building, and to make such repairs, alterations, improvements or additions as required or permitted hereunder. During the three month period prior to the expiration of the term of this Lease or any renewal term, unless Tenant shall have exercised its then right to renew the term of this Lease, Landlord may exhibit the Premises to prospective tenants, and place upon the Premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation.

18.2 Tenant may, but shall not be obligated to, accompany Landlord or its authorized designees during any such entry upon the Premises. Landlord acknowledges and agrees that it shall exercise its rights under this Article 18 in the least intrusive manner so as to not unreasonably interfere with Tenant's business operations. In all events, Landlord shall take all commercially reasonable measures to minimize the disruption or reduction of Tenant's access to, use, and occupancy of the Premises caused by Landlord's activities at the Property.

18.3 For purposes of this Lease, "Protected Health Information" shall have the meaning provided by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to HIPAA. Neither Landlord nor its agents, advisors, employees, partners, shareholders, directors, invitees, independent contractors or others acting on Landlord's behalf (collectively, "Agents") shall need access to, nor shall they use or disclose, any Protected Health Information located on the Premises. If Landlord or its Agents inadvertently obtain Protected Health Information, Landlord shall take reasonable steps to

maintain, and to require its Agents to maintain, the privacy and confidentiality of such Protected Health Information. The foregoing does not create, and is not intended to create, a "business associate" relationship between the Parties as that term is defined by the Privacy Standards.

## **ARTICLE 19 QUIET ENJOYMENT**

19.1 Landlord's Covenant. Upon payment by the Tenant of the rents and other charges due hereunder, and upon the observance and performance of all of the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

## **ARTICLE 20 MISCELLANEOUS**

20.1 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated to be paid shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided herein or by law.

20.2 No Inducement to Patient Referrals; Compliance. No part of this Lease shall be construed to induce, encourage, solicit, or reimburse the referral of any patients or business, including any patients or business funded in whole or in part by a state or a federal health care program. The Parties acknowledge that there is no requirement under this Lease or any other agreement between Landlord and Tenant that either Landlord or Tenant refer any patients to each other or any of their respective affiliates, if any. No payment made under this Lease shall be in return for the referral of patients or business, including those paid in whole or in part by a state or federal health care program. The parties intend to comply with the Stark Law (42 U.S.C. § 1395nn), the Anti-Kickback Statute (42 U.S.C.A. § 1320a-7b), and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. The parties further intend the rent paid hereunder shall be fair market value for the rental of space based on arm's length bargaining and the value of similar rental space in the community. The parties agree to amend this Lease as may be reasonably necessary to ensure compliance with the foregoing statutes and regulations. **TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE PREMISES DO NOT EXCEED THAT WHICH IS REASONABLE AND NECESSARY FOR THE LEGITIMATE BUSINESS PURPOSES OF THIS LEASE AND ARE TO BE USED EXCLUSIVELY BY THE TENANT WHEN BEING USED BY TENANT.**

20.3 Entire Agreement. This Lease constitutes all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and the Building and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth. Neither Landlord nor Landlord's agents have made nor shall be bound to any representations with respect to the Premises or the Building except as herein expressly set forth, and all representations, either oral or written, shall be deemed to be

merged into this Lease Agreement. Except as herein otherwise provided, no subsequent alteration change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

20.4 Notices. Any notice by Landlord to Tenant or Tenant to Landlord shall be served by certified mail, return receipt requested or by overnight delivery via a reputable carrier that provides written evidence of delivery to the address(es) specified in the Basic Lease Information, (and to the extent an email address is specified in the Basic Lease Information for the party received said notice, with a mandatory copy of said notice to be sent by electronic mail) or such other address(es) as are designated by the recipient Party after written notice to the other Party. A notice shall be deemed delivered on the date received or when delivery is refused.

20.5 Successors. All rights and liabilities herein given to, or imposed upon, the respective Parties shall extend to and bind the several respective heirs, legal representatives, and permitted successors and assigns of the said Parties; and if there shall be more than one person or party constituting the Tenant, they shall be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such has been approved by Landlord in writing as provided herein. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease and, in the event Landlord sells its interest in the Building and the purchaser assumes Landlord's obligations and covenant, Landlord shall thereupon be relieved of all further obligations hereunder.

20.6 Captions and Section Numbers. The captions, section numbers, and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

20.7 Broker's Commission. Landlord and Tenant represent and warrant to each other that they have not dealt with any real estate broker, agent, salesperson or finder in connection with this Lease or the Premises except as may be set forth in the Basic Lease Information. Landlord and Tenant agree to indemnify, defend and save the other Party harmless from all liabilities arising from claims by any real estate broker or agent claiming through either Party. Such indemnity shall include, without limitation, reasonable attorneys' fees incurred in connection therewith.

20.8 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

20.9 Estoppel Certificate. Upon request therefor, each Party agrees to execute and deliver to the requesting Party, or any party designated by said requesting Party, within 10 business days, an Estoppel Certificate in substantially the form attached hereto at Exhibit C.

20.10 Drafting. In the event of a dispute between the Parties over the meaning of this Lease, both Parties shall be deemed to have been the drafter hereof, and any laws or rules of interpretation that state that contracts are construed against the drafter shall not apply. .

20.11 Recording. Neither Party shall record this Lease without prior written consent of the other Party.

20.12 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

20.13 Business Days. If the final day of any period set forth herein falls on a Saturday, Sunday or legal holiday that banks in the vicinity of the Premises are generally closed, then the final day of such period shall be extended to the next business day. As used herein "business day" means any day other than a Saturday, Sunday or legal holiday that banks in the vicinity of the Premises are generally closed.

20.14 Surrender and Holdover. Upon expiration or termination of this Lease, Tenant shall immediately surrender the Premises in the same condition as when received, reasonable wear and tear and damage by casualty excepted. Tenant shall remove all its furniture, fixtures and equipment before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. In no event will Tenant be required to remove alterations, improvements, wiring, or cabling in the Premises unless installed by Tenant in violation of this Lease. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. If, at the expiration or termination of this Lease, Tenant shall hold over for any reason, the tenancy of Tenant thereafter shall be on a month-to-month basis only and, except for the termination right of Landlord incident to such a tenancy, shall be subject to all other terms and conditions of this Lease.

20.15 Attorney Fees and Costs. In the event of a lawsuit or litigation concerning this Lease or enforcement of this Lease the prevailing Party shall be entitled to reasonable attorney fees and costs. This will also cover appellant fees and appellant costs.

20.16 Governing Law. This Lease shall be governed by and construed according to the laws of the state of where the Premises are located, without regard to its conflict of law provisions.

20.17 Force Majeure. If either Party shall be delayed or prevented from the performance of any act required hereunder by reasons of acts of God, strikes, lockouts, labor troubles, civil disorder, inability to procure materials, restrictive governmental laws, regulations, or other cause without fault and beyond the control of the Party obligated, other than financial events, performance of such acts shall be excused for the period of delay and then for a period of time reasonably necessary to perform the act. In no event will the foregoing excuse payment or Rent or other sums due by either Party.

20.18 Waiver of Landlord's Lien. Landlord hereby waives any lien or right to lien arising by virtue of this Lease, including any statutory liens, upon all personal property and trade fixtures of Tenant located in, at or upon the Premises.

20.19 Confidentiality. Landlord and Tenant shall use commercially reasonable efforts to keep the terms of this Lease confidential except to the extent disclosure is reasonably necessary in the conduct of each Party's business or is otherwise required by law. Landlord shall not make any public statements or press releases regarding Tenant's occupancy of the Premises or this Lease or the subject matter hereof without Tenant's prior, written consent.

20.20 Authority. Each Party represents and warrants to the other that: (i) such Party has full capacity, right, power and authority to execute, deliver and perform this Lease, and all required action and approvals therefor have been duly taken and obtained; (ii) the individuals signing this Lease on behalf of such Party are and shall be duly authorized to sign the same on such Party's behalf; and (iii) this Lease will not result in a breach of, or constitute a default under, any other agreement to which such Party is bound.


20.21 Exhibits. All exhibits attached hereto are made a part of and incorporated into this Lease.

20.22 Radon Gas. The following disclosure is required by Florida law. "Radon Gas: Radon is a naturally-occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the dates set forth below.

**LANDLORD:**

Signed by:  
  
C03BC0AEFE124ED  
Marvin Maxwell, M.D., an individual

**TENANT:**

**Millennium Physician Group, LLC**  
a Florida limited liability company

By: \_\_\_\_\_  
Name: Danny Krifcher  
Title: President, Florida Market

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and seals on the dates set forth below.

**LANDLORD:**

\_\_\_\_\_  
Marvin Maxwell, M.D., an individual

**TENANT:**

**Millennium Physician Group, LLC**  
a Florida limited liability company

DocuSigned by:  
By: Daniel J Krifcher  
0875E10A7601440  
Name: Danny Krifcher  
Title: President, Florida Market

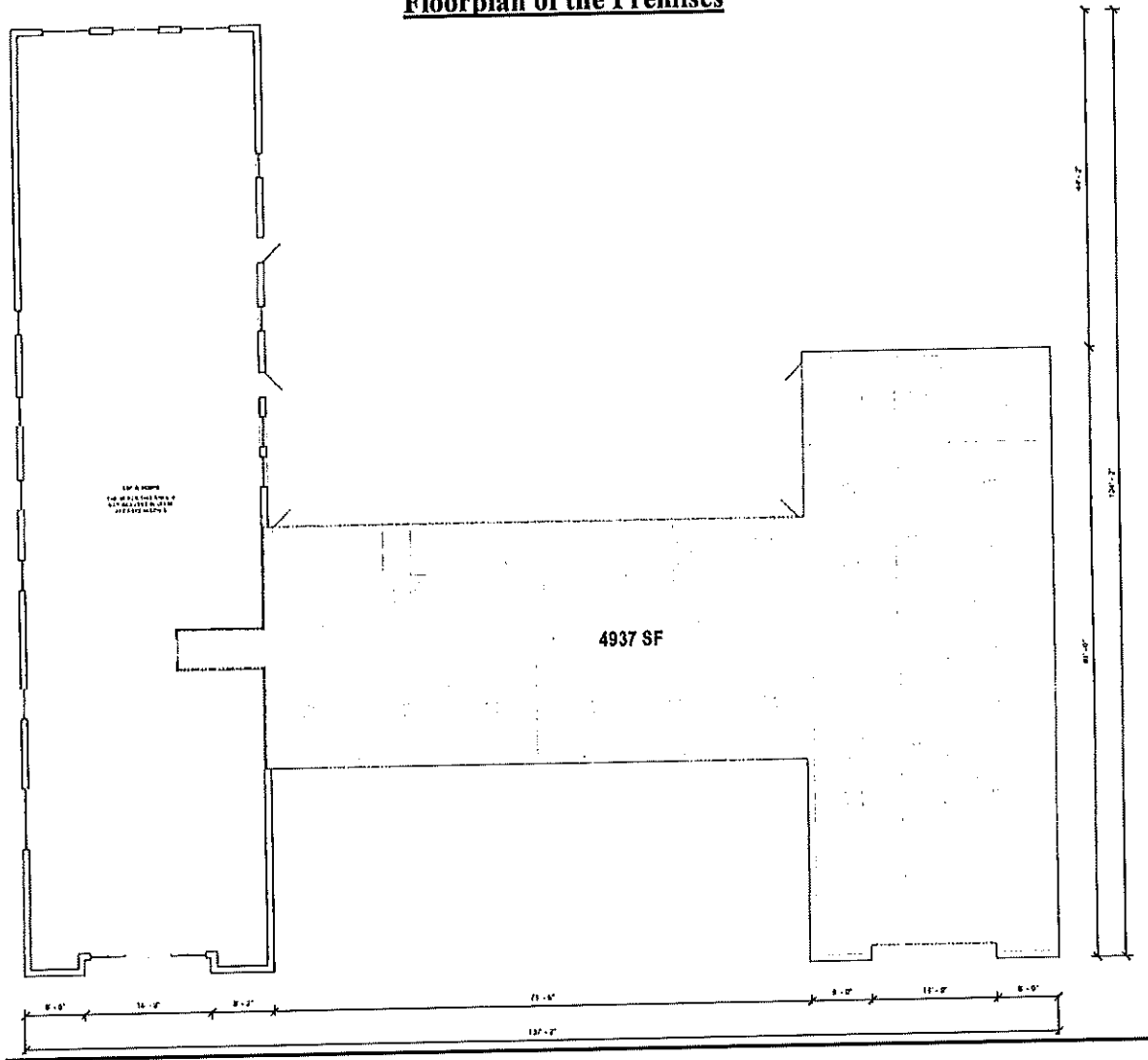
**EXHIBIT A-1**

**Description of the Land**

Lot 3B and 4B, NORTHWOOD SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 13, Page(s) 70, of the Public Records of Highlands County, Florida

**EXHIBIT A-2**

**Floorplan of the Premises**



## EXHIBIT B

### Operating Expenses

1) Operating Expenses. Tenant shall reimburse Landlord for Tenant's Pro-Rata Share (defined below) of the actual, reasonable and necessary expenses incurred by Landlord to maintain the insurance required of Landlord under the Lease, to pay the Real Estate Taxes required to be paid by Landlord pursuant to the Lease, and in performing Landlord's maintenance obligations pursuant to the Lease (collectively and subject to the exclusions set forth below, "Operating Expenses") in accordance with the requirements herein below set forth. The Operating Expenses shall be prorated on a per diem basis for any partial calendar years falling within the Term. If any costs are capital in nature (including, without limitation, the replacement of any Building structures or systems), then the cost of any such capital improvements, repairs or replacements shall be amortized (using a commercially reasonable interest rate, as determined by Landlord, not to exceed the prime rate then being published by the Wall Street Journal, or its successor publication) over the useful life thereof, as reasonably determined by Landlord in accordance with generally accepted accounting principles, and only the amortized portion thereof that is applicable to the time period for which Operating Expenses are being calculated (the "Amortized Capital Costs") may be included in the Operating Expenses. Notwithstanding anything contained in this Lease to the contrary, Operating Expenses shall NOT include: (i) expenses not fully chargeable as a current expense in the year the expenditure is incurred; (ii) costs of structural and mechanical equipment repairs and costs for other capital improvements and capital expenditures, except to the extent the same are Amortized Capital Costs; (iii) loan payments of any type; (iv) depreciation or amortization of any improvements, fixtures or equipment; (v) costs for investigating, monitoring or remediating Hazardous Materials which existed prior to the Commencement Date or which were caused by Landlord, its agents, contractors or employees; (vi) costs reimbursable under any of Landlord's insurance policies or warranties; (vii) any costs incurred as a result of Landlord's negligence or willful misconduct or Landlord's default under this Lease; (viii) costs to correct construction defects existing as of or prior to the Commencement Date; (ix) costs of repairs, alterations, modifications, or improvements required as a result of noncompliance with Applicable Laws existing as of or prior to the Commencement Date; (x) amounts paid to entities related to Landlord in excess of the cost of such services from a competitive source; (xi) reserves for anticipated future expenses; (xii) legal fees; (xiii) administrative fees and/or property management fees exceeding, on a cumulative basis, 5% of total Operating Expenses; (xiv) costs incurred due to Landlord's noncompliance with laws; (xv) costs of tenant improvements or other lease incentives; (xvi) corporation, franchise, income, estate, gift and inheritance taxes, or other similar taxes, charges or impositions which may be levied or assessed against Landlord, any fee owner, or their successor in title; (xvii) income tax or other taxes imposed on Rent or profits or other similar taxes, assessments, charges or impositions which may be levied or assessed against Landlord, any fee owner, or their successor in title; (xviii) any late charge or fee imposed upon Landlord, the Building or the Premises due to Landlord's late payment of Real Estate Taxes or other acts or omissions of Landlord; or (xix) costs of any Warranted Repairs.

2) Statement of Operating Expenses. On or before the Commencement Date, and thereafter on or before the beginning of each calendar year during the Term, Landlord shall calculate the estimated Operating Expenses for that year and deliver a statement thereof to Tenant. Tenant shall pay, as Additional Rent, 1/12th of Tenant's Pro-Rata Share of the estimated Operating Expenses on the first of each month during the Term. Landlord shall provide to Tenant an itemized

annual report of the actual amount of the Operating Expenses, certified by an authorized officer of Landlord, no later than 120 days after the end of each calendar year during the Term. If the report reveals an underpayment by Tenant, Tenant shall, within 30 days after receipt of the report, pay any underpayment of Operating Expenses for the prior year, unless Tenant asserts a good faith dispute with regard to the same, in which event Tenant shall provide Landlord with written notice advising of the nature of such good faith dispute within such 30 day period. If the report reveals an overpayment by Tenant, Landlord shall reimburse Tenant for such overpayment 30 days after delivery of the report. Tenant has no obligation to pay any Operating Expenses unless they were included on such timely provided itemized annual report.

3) Controllable Cost Cap. Notwithstanding anything herein to the contrary, Tenant's Pro-Rata Share of Operating Expenses for Controllable Costs may not increase by more than the Controllable Cost Cap each year (calculated on a non-cumulative, non-compounding basis). "Controllable Costs" are all Operating Expenses, other than Real Estate Taxes, insurance premiums, costs of snow removal, and charges for utility services.

4) Pro-Rata Share. Tenant's "Pro-Rata Share" is the percentage result of dividing the rentable square feet in the Premises by the total rentable square feet of the Building. Landlord and Tenant acknowledge that for purposes of calculating Rent and Tenant's Pro-Rata Share, the rentable square footage of the Premises is as stated in the Recitals above and neither Party may remeasure the Premises or adjust such square footage without approval of the other Party. Landlord and Tenant acknowledge that Tenant's Pro-Rata Share as of the Commencement Date is as set forth in the Basic Lease Information, and such percentage may not be increased without Tenant's written approval, regardless of any changes to the size of the Premises or the Building. If the rentable area of the Building is increased, then Tenant's Pro-Rata Share will be decreased accordingly.

5) Audit. Upon at least 10 days' written notice by Tenant to Landlord, Tenant shall have the right to audit and inspect the books and records of Landlord or request and obtain copies of invoices from Landlord with respect to any cost or item included in the Operating Expenses. If the results of the audit show an overcharge to Tenant, Landlord shall credit or refund Tenant such overcharge within 30 days of the completion of the audit. If the results of the audit show an overcharge of more than 3% of the actual amount owed by Tenant, Landlord shall pay the reasonable cost of such audit, and Landlord shall credit or refund to Tenant any overcharge of such items as discovered by the audit within 30 days of the completion of such audit. In the event such audit discloses an undercharge of such items as billed to Tenant, Tenant shall pay to Landlord the amount of such undercharge within 30 days of the completion of such audit. Landlord shall maintain applicable books and records for the Operating Expenses for at least three years after the applicable calendar year.

**EXHIBIT C**

Form of Estoppel Certificate

Date: \_\_\_\_\_

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Premises: As stated in Lease Agreement dated \_\_\_\_\_ between Landlord and Tenant (the "Lease"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Lease.

Addressee: \_\_\_\_\_

1. The undersigned hereby certifies to Addressee as follows:
2. The undersigned understands and expects that Addressee is relying on the representations in this certificate.
3. Tenant has accepted and is in possession of the Premises.
4. The Commencement Date was \_\_\_\_\_, and the termination date of the Term is \_\_\_\_\_, subject to the extension rights of Tenant set forth in the Lease.
5. Landlord is the current fee owner of the Premises and has not assigned, transferred or encumbered any of its rights or interests under the Lease, except as follows: \_\_\_\_\_. Tenant has not sublet all or any portion of the Premises to any sublessee and has not assigned, transferred or encumbered any of its rights or interests under the Lease, except as follows: \_\_\_\_\_.
6. The current monthly Base Rent is \$ \_\_\_\_\_. Rent is currently paid through \_\_\_\_\_, and the next payment is due on \_\_\_\_\_. No Rent has been paid more than 30 days in advance of its due date under the Lease.
7. To the knowledge of the undersigned, Tenant, as of this date, has no claim of offset against Rent.
8. The Lease is valid, enforceable, and unmodified except as described above. The Lease represents the entire agreement between Landlord and Tenant with respect to the Premises.
9. Except as provided by the Lease, Tenant has no outstanding options or rights to renew or extend the term of the Lease. Except as provided by the Lease, Tenant has no outstanding expansion options, rights of first refusal or rights of first offer to lease or purchase with respect to all or any part of the Premises.

10. To the knowledge of the undersigned, neither Landlord nor Tenant is in default in the performance of the Lease, nor is there any event or circumstance occurring which, with notice or the passage of time or both, would constitute a default by either Party under the Lease, except as follows: \_\_\_\_\_.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D

### Maintenance Obligations\*

Responsibility Matrix	N/A	Landlord		Tenant	
		Repair/Maintenance	Replacement	Repair/Maintenance	Replacement
Roof, Roof Membrane		x	x		
Building Foundation/Structure		x	x		
Exterior Walls		x	x		
Windows and Doors		x	x		
Landscaping		x	x		
Pest Control (Interior Premises)				x	x
Pest Control (Exterior/Building)		x	x		
Elevator	x				
HVAC		Over \$1,500 annually	x	Up to \$1,500 annually	
Generator		x	x		
Fire & Life Safety (Interior Premises)				x	x
Building Sprinklers		x	x		
Parking Lot		x	x		
Exterior Lighting		x	x		
Common area walkways		x	x		

\*Subject to any Warranted Repairs