

OFFICE LEASE

LANDLORD: ST. HELENA HOSPITAL

TENANT: UP VALLEY FAMILY CENTERS OF NAPA COUNTY

BUILDING: 913 WASHINGTON ST. CALISTOGA, CA

OFFICE LEASE

This OFFICE LEASE (this “**Lease**”) is entered into effective as of April 1, 2025 (the “**Effective Date**”), by and between ST. HELENA HOSPITAL dba Adventist Health St. Helena (“**Landlord**”), and UP VALLEY FAMILY CENTERS OF NAPA COUNTY (“**Tenant**”). Landlord and Tenant are sometimes referred to in this Lease as a “**Party**” or, collectively, as the “**Parties**.”

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PROPERTY, BUILDING AND PREMISES

1.1 Property, Building and Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term set forth in Article II below, approximately 2,593 rentable square feet of office space (the “**Premises**”) in that certain building (the “**Building**”) located at 913 Washington St. Calistoga, California (the “**Property**”).

1.2 Common Areas. Tenant shall have the general nonexclusive right, in common with others, to use the Common Areas. “**Common Areas**” shall mean all areas and facilities outside the Premises and within the exterior boundary line of the Property, both within and outside of the Building, that Landlord provides and designates from time to time for the general nonexclusive use of Landlord, Tenant and of other lessees of the Property and their respective employees, suppliers, shippers, customers and invitees.

1.3 As Is. By taking possession of the Premises, Tenant conclusively shall be deemed to have (i) accepted the Premises and the Common Areas “AS IS” and without express or implied warranty; and (ii) approved the Premises and the Common Areas in their condition existing as of such date. Without limiting the foregoing, Tenant (a) acknowledges that the Premises and the Common Areas are subject to, among other things, all applicable zoning, municipal, county and state laws, ordinances and regulations governing or regulating the use of the Premises or the Common Areas, and to any easements, covenants, restrictions or liens of record and (b) accepts the Premises and the Common Areas subject to the foregoing restrictions. Tenant acknowledges that by taking possession of the Premises, it shall affirmatively be confirming that it has satisfied itself by its own independent investigation as to the condition and feasibility of use of the Premises and the Common Areas and that Tenant is not relying upon any representations or warranties, express, implied or of any other nature whatsoever, of Landlord in reaching that conclusion.

1.4 Signage. Tenant, at it’s cost, shall have the right to place and maintain on the premises one or more signs, but such sign shall not be erected without prior approval of Landlord, which shall not be unreasonably withheld. All signs are at the sole cost of Tenant and to comply with the City sign regulations.

ARTICLE II. TERM

2.1 Term.

(a) The term of this Lease shall commence on the Commencement Date and shall continue, subject to the termination provisions of this Lease, for a period of 36 months after the

Commencement Date (the “**Term**”). Parties have the option to extend the lease term for two additional periods of 36 months upon mutual written consent.

(b) The “**Commencement Date**” shall be April 1, 2025.

(c) **Termination upon Sale or Change of Control.** Upon a sale of all or substantially all assets comprising Landlord’s facility, or any change of control in Landlord’s organization, or any change in control of its day to day operations, whether through a membership change or by management contract, Landlord shall have the right to terminate this Lease effective on the closing date of any such sale or the effective date of any such change of control. Landlord shall notify Tenant in writing of such sale or change of control at least 90 days prior to the closing date of any such sale or the effective date of any such change of control.

2.2 Termination by Landlord. Landlord shall have the right to terminate this Lease as set forth in Section 2.1(c), Section 2.4, Section 8.2, Section 8.4 and Section 11.2.

2.3 Termination by Tenant. Tenant shall have the right to terminate this Lease as set forth in Section 2.4, Section 8.3(c) and Section 8.4.

2.4 Termination or Modification in the Event of Government Action. If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Lease in order to comply with the Government Action. If the Parties, acting in good faith either are unable to agree to the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Lease shall terminate 10 days after one Party notices the other of such fact. For the purposes of this Section, “**Government Action**” shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, interpretation, finding, or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Landlord, as a result or consequence, in whole or in part, of this Lease or the transactions or arrangements contemplated by this Lease, if or when implemented, would:

(a) revoke or jeopardize the status of any health facility license granted to a Party or any Affiliate of a Party;

(b) revoke or jeopardize the federal, state or local tax-exempt status of a Party or any Affiliate of a Party, their respective tax-exempt financial obligations, or constitute a violation of the Intermediate Sanctions law applicable to tax exempt organizations;

(c) prevent Tenant from being able to access and use the facilities of a Party or any Affiliate of a Party;

(d) subject Landlord, Tenant, or any Affiliate of a Party, or any of their respective employees or agents, to civil or criminal prosecution on the basis of their participation in executing this Lease or performing their respective obligations under this Lease.

For the purposes of this Lease, “**Affiliate**” shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with a Party.

2.5 Rights upon Termination. Upon any termination or expiration of this Lease, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued or expressly survive such termination or expiration.

2.6 Condition at Surrender. Upon any termination or expiration of this Lease, Tenant shall immediately return and surrender the Premises to Landlord "broom clean" and in good condition and repair, normal wear and tear excepted, free and clear of any environmentally hazardous condition.

2.7 Holding Over. If Tenant holds over after the expiration or earlier termination of this Lease without Landlord's prior written consent, Tenant shall become a lessee at sufferance only, at a rental rate equal to 100% of the rate then in effect on the date immediately prior to the expiration or termination and otherwise upon the terms, covenants and conditions specified in this Lease, so far as applicable. Landlord's acceptance of rent after such expiration or earlier termination shall not constitute a consent to any holdover under this Lease, result in a renewal or extension of this Lease or result in a waiver of any claim of Landlord for any damages caused by Tenant's failure to vacate the Premises (including damages claimed by new lessees).

ARTICLE III. RENT AND SECURITY DEPOSIT

3.1 Rent.

(a) Tenant shall pay to Landlord, for each month during the Term, without deduction, set-off, prior notice or demand, an initial monthly rent of \$6,145.41 ("**Basic Rent**").

(b) Basic Rent shall be payable in advance on the Commencement Date and thereafter on the 1st day of each month and continuing through the Term.

(c) Basic Rent for any partial calendar month at the beginning or end of the Term shall be calculated by multiplying the Basic Rent by a fraction, the numerator of which shall be the actual number of days during such partial calendar month and the denominator of which shall be 30.

3.2 Rent Adjustment. Basic Rent shall be adjusted on each anniversary of the Commencement Date (each, an "**Adjustment Date**") during the Term as follows: on each Adjustment Date, the Basic Rent then in effect shall be increased by 2.5%. If any adjustment pursuant to this Section shall not have been made as of the Adjustment Date, Tenant shall continue to pay Basic Rent in the last applicable monthly amount until Tenant receives Landlord's notice of such adjustment. Within 10 days after Tenant's receipt of such adjustment, Tenant shall pay to Landlord the additional amount due from the Adjustment Date to receipt of such notice. Thereafter, Tenant shall pay monthly Basic Rent in the new amount set forth in Landlord's notice.

3.3 Security Deposit.

(a) **Security Deposit.** Notwithstanding any other provision of this Lease, Landlord agrees to waive the requirement for a security deposit (\$6,145.41) from Tenant, provided that Tenant shall fully comply with all other terms and conditions of this Lease.

3.4 Additional Rent. Any amount of money due to Landlord under this Lease not specifically characterized as Basic Rent shall constitute additional rent ("**Additional Rent**") and, if no specific due date is otherwise specified herein, shall be due within 30 days after receipt by Tenant of a

written statement from Landlord. If any sum is not paid when due, it shall be collectible as Additional Rent with the next installment of Basic Rent falling due. Nothing contained in this Lease shall be deemed to suspend or delay the payment of any sum of money at the time it becomes due and payable under this Lease, or to limit any other remedy of Landlord.

3.5 Interest. Any amount due to Landlord, if not received within 10 days following the due date, will bear interest from the due date until paid at the rate of 12% per annum or, if a higher rate is legally permissible, at the highest rate legally permitted. Interest shall not be payable on late charges incurred by Tenant nor on any amounts on which late charges are paid by Tenant to the extent this interest would cause the total interest to be in excess of that legally permitted. Payment of interest shall not excuse or cure any default by Tenant. Acceptance of the interest by Landlord shall not constitute a waiver of Tenant's default for any overdue amount, nor prevent Landlord from exercising the other rights and remedies granted under this Lease.

ARTICLE IV. USE OF PREMISES

4.1 Permissible Uses. The Premises shall be used exclusively by Tenant and Tenant's employees, agents and contractors solely as an office for community outreach business purposes, all in compliance with state and federal laws and regulations applicable to the provision of such services. Tenant shall not use or permit the Premises to be used for any other purpose without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion.

4.2 Impermissible Uses. Without limiting the generality of Section 4.1, Tenant shall not, and shall ensure that Tenant's employees, agents or contractors do not, use the Premises or any portion of the Premises:

4.3 Prohibited Activities. Tenant shall not do or permit anything to be done in or about the Premises or Property, nor bring or keep anything on or at the Premises or Property, that may in any way:

- (a) increase the existing rate of or affect any fire or other insurance on the Premises or Property;
- (b) cause cancellation of any insurance policy covering any part of the Premises or Property;
- (c) obstruct or interfere with the lawful operation of the Premises or Property;
- (d) use or allow the Premises or Property to be used for any illegal, immoral or unlawful purpose;
- (e) cause, maintain or permit any nuisance in, on or about the Premises or Property;
- (f) commit or allow to be committed any waste in or about the Premises or Property;
- (g) conflict with any law, statute, ordinance, order or governmental rule or regulation; or
- (h) cause disfigurement, damage or structural injury to the Premises or the Property.

4.4 Compliance with Laws and Insurance Requirements. Tenant shall, at its sole cost and expense, at all times and in all respects comply with all laws, statutes, ordinances and governmental rules, regulations, orders or requirements and with the reasonable requirements of any board of fire insurance underwriters or other similar bodies, relating to, or affecting the condition, use or occupancy of the Premises (excluding structural changes not related to or affected by Tenant's improvements or acts). If any standard or regulation is now or hereafter imposed on Landlord or Tenant by a state, federal or local governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, landlords or tenants, Tenant shall, at its sole cost and expense, comply promptly with such standards or regulations. The judgment of any court of competent jurisdiction or Tenant's admission in any judicial action, regardless whether Landlord is a party thereto, that Tenant has violated any said governmental measures, shall be conclusive thereof between Landlord and Tenant. Tenant shall not use or permit the use of the Premises in any manner which would increase the rates for fire or liability insurance on the Building or its contents. Tenant shall not, without Landlord's prior written consent, install electrical equipment in the Premises which would exceed the capacity of the existing feeders, users or wiring installation.

4.5 Hazardous Materials.

(a) For the purposes of this Lease, the term "**Hazardous Materials Laws**" shall mean all federal, state and local environmental protection, occupational, health and safety or similar laws, ordinances, restrictions, licenses, rules, regulations and permit conditions, including the Federal Water Pollution Control Act, Resource Conservation & Recovery Act, Safe Drinking Water Act, Toxic Substances Control Act, Clean Air Act, Comprehensive Environmental Response, Compensation and Liability Act, Emergency Planning and Community Right to Know and other federal, state, or local laws of similar effect, each as amended as of the Execution Date as defined below, and the term "**Hazardous Materials**" shall mean any hazardous or toxic substances, wastes or materials, including petroleum or petroleum products, blood, tissue and other human substances, as well as swabs, tissues and other materials containing such substances, and any other substances defined as "hazardous wastes" or "hazardous materials" under or governed by any applicable Hazardous Materials Law.

(b) Tenant shall, at its sole cost and expense, at all times and in all respects comply with all Hazardous Materials Laws. Tenant agrees not to transport, treat, dispose of, release, handle, store, generate or install any Hazardous Materials in or about the Premises or the Property without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. Landlord may withdraw its consent to such activities or the presence of any Hazardous Materials at any time for any reason. Upon Landlord's withdrawal of consent to such activities, Tenant shall remove those Hazardous Materials from and/or cease those activities on the Premises or the Property as are no longer permitted. Landlord's refusal to consent or withdrawal of consent to activities involving Hazardous Materials shall not limit or affect any of Tenant's obligations under this Lease. Tenant shall provide to Landlord upon execution of this Lease a list of any Hazardous Materials which will be present at the Premises or the Property and copies of any and all Material Safety Data Sheets associated therewith. Tenant shall update said list on a regular basis if any changes occur in the types or amounts of such Hazardous Materials. Any Hazardous Materials permitted pursuant to this Subsection shall (i) be solely of the kind and in the amounts customarily used by Tenant in the conduct of a medical business, (ii) be used strictly in accordance with all Hazardous Materials Laws and the manufacturers' instructions with respect thereto and (iii) not be disposed of or intentionally released or discharged in or on the Premises, the Building or the Property. Tenant is hereby advised that there are certain notice requirements under Proposition 65 which may be applicable to Tenant and Tenant should consult its counsel with respect to its responsibilities thereto.

(c) Tenant shall cause any and all Hazardous Materials to be taken away or removed from the Premises and to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes, and shall deliver to Landlord copies of any Uniform Hazardous Waste Manifests associated with such disposal. Prior to the expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Materials to be removed from the Premises and transported for use, storage and disposal in accordance and in compliance with all Hazardous Materials Laws. Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises or the Property, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials or Hazardous Materials Law in any way connected with the Premises or the Property, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene and otherwise appropriately assert and protect Landlord's interest with respect thereto.

(d) Tenant shall immediately notify Landlord in writing of: (i) any release or suspected release of Hazardous Materials on, in, under, about, from or around the Premises or the Property, whether caused by Tenant or any other person; (ii) any remedial or mitigation action Tenant institutes or proposes with respect to any Hazardous Materials in any way connected with the Premises or the Property; (iii) any enforcement, cleanup, removal, remedial or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Law with respect to the Premises or the Property; (iv) any claims made or threatened by any person against Tenant, the Premises or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (v) any reports made to or by any governmental agency or any lender arising out of or in connection with any Hazardous Materials in or removed from the Premises or the Property, including any citizen's or agency complaints, notices, warnings or asserted violations in connection therewith and any reports made by any environmental consultants or engineers which pertain to the Premises or the Property. Tenant shall also supply to Landlord as promptly as possible, and in any event within 5 business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the use or presence of Hazardous Materials on the Premises or the Property.

(e) Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's trustees, shareholders, officers, employees, agents, attorneys, successors and assigns ("**Landlord Parties**"), free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever, caused in whole or in part, directly or indirectly, by Tenant, or its employees, agents, assignees, contractors, subcontractors or others acting for or on behalf of Tenant (collectively, "**Tenant Parties**") (whether or not their acts or omissions are negligent, intentional, willful or unlawful) and arising from or related to (A) the presence in, on, under, around or about the Premises or the discharge or release in or from the Premises or the Property of any Hazardous Materials due to any Tenant Parties' use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, around, about or from the Premises or the Property, or (B) any Tenant Parties' failure to comply with any Hazardous Materials Law. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises or the Property, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. Said obligations shall survive the expiration or earlier termination of this Lease.

(f) If at any time it reasonably appears to Landlord that Tenant is not maintaining sufficient insurance or other means of financial capacity to enable Tenant to fulfill its obligations to Landlord as set forth in this Section 4.5, whether or not then accrued, liquidated, conditional or

contingent, Tenant shall procure and thereafter maintain in full force and effect such insurance or other form of financial assurance, with or from companies or persons and in forms reasonably acceptable to Landlord, as Landlord may from time to time reasonably request.

4.6 Environmental Cleanup. Tenant shall, at its sole cost and expense, promptly remediate and clean up any environmentally hazardous condition which results from Tenant's occupation or use of the Premises or any personal property, equipment or fixtures located on the Premises. Tenant shall comply with all Hazardous Materials Laws regarding such environmental hazard remediation or cleanup. Tenant shall be liable for and pay all legal expenses which in any way pertain to, arise out of, or are attributable to any and all environmental cleanup. Such clean up and removal work shall include any testing, investigation and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord. If Tenant fails to comply with the provisions of this Section within 10 days after written notice by Landlord, or such shorter time as may be required by any Hazardous Materials Law or in order to minimize any hazard to persons or property, Landlord may proceed pursuant to Section 11.3. Tenant's obligations under Sections 4.5, 4.7 and this Section 4.6 shall survive the expiration or any earlier termination of this Lease.

4.7 Mold. Without limiting the generality of any other provision of this Lease, Tenant shall not create or permit to exist in or about the Premises any Mold Condition and Tenant shall regularly monitor the Premises for the presence of Mold and Mold Conditions. For purposes of this Lease, "**Mold**" shall mean mold, mildew, fungus or other potentially dangerous organisms, and "**Mold Condition**" shall mean any condition(s) that reasonably can be expected to give rise to or indicate the presence of Mold, including observed or suspected instances of water damage or intrusion, the presence of wet or damp wood, cellular wallboard, floor coverings or other materials, inappropriate climate control, discoloration of walls, ceilings or floors, complaints of respiratory ailment or eye irritation by Tenant's employees or any other occupants or invitees in the Premises, or any notice from a governmental agency of complaints regarding the indoor air quality at the Premises. In the event of suspected or actual Mold or Mold Conditions at the Premises, Tenant shall promptly (but in any event within 5 days after the discovery thereof) notify Landlord in writing of the same and the precise location thereof. BY ITS SIGNATURE TO THIS LEASE, TENANT CONFIRMS IT HAS EXAMINED THE PREMISES WITH RESPECT TO MOLD AND MOLD CONDITIONS BEFORE THE COMMENCEMENT DATE AND ACCEPTS IT "AS IS" AND WITH NO MOLD OR MOLD CONDITIONS PRESENT THEREON.

(a) In the event of suspected Mold or Mold Conditions at the Premises, Tenant, at its sole cost and expense, shall promptly cause an inspection of the Premises to be conducted, during such time as Landlord may designate, to determine if Mold or Mold Conditions are present at the Premises, and shall notify Landlord, in writing, at least 3 days before the inspection, of the date on which the inspection shall occur, and which portion of the Premises shall be subject to the inspection. Tenant shall retain an industrial hygienist certified by the American Board of Industrial Hygienists or an otherwise qualified mold consultant selected by or otherwise acceptable to Landlord (a "**Mold Inspector**") to conduct the inspection and shall cause such Mold Inspector to perform the inspection in a manner that is strictly confidential and consistent with the duty of care exercised by a Mold Inspector and to prepare an inspection report, keep the results of the inspection report confidential, and promptly provide a copy to Landlord.

(b) If any Mold or Mold Conditions in or about the Premises are a result of the actions or omissions of Tenant or any Tenant Party, Tenant shall promptly, at Tenant's sole cost and expense, hire an experienced Mold remediation contractor(s) to clean-up and remove from the Premises all Mold or Mold Conditions. All such clean-up, removal and remediation shall be conducted to the satisfaction of Landlord and any governmental authority with jurisdiction. Such clean-up, removal and remediation shall also include removal and replacement of any infected host materials as well as any

repairs and refinishing required as the result of such removal and replacement. There shall be no abatement of rent on account of any clean-up, removal or remediation of any such Mold or Mold Condition. Any clean-up, removal and or other remediation of Mold or any Mold Condition must be completed in its entirety at the expiration of this Lease. Landlord's right of entry pursuant to Section 4.8 shall include the right to enter, inspect and test the Premises for Mold or Mold Conditions and violations of Tenant's covenants herein. If any such inspection and/or testing reveals the presence of Mold or Mold Conditions at the Premises as a result of the actions or omissions of Tenant or any Tenant Party, Tenant shall promptly remediate the same.

(c) Tenant shall indemnify, defend and hold harmless all Landlord Parties from and against all claims, liabilities, losses, actions, costs and expenses (including attorneys' fees and costs of defense) incurred by the Landlord Parties, or any of them, as the result of (i) the creation of a Mold Condition by Tenant or any Tenant Party, (ii) the presence of Mold on or in the Premises as a result of any action or omission by Tenant or any Tenant Party, (iii) any illness to or death of persons or damage to or destruction of property resulting from such Mold or Mold Conditions caused by any action or omission by Tenant or any Tenant Party, and (iv) any failure of Tenant or any Tenant Party to observe the foregoing covenants of this Section.

4.8 Entry by Landlord. Landlord reserves and shall at all times have the right to enter the Premises, upon reasonable prior notice (except in an emergency, when no notice shall be required), to inspect the Premises, to supply any service to be provided by Landlord to Tenant under this Lease, to show the Premises to prospective purchasers or lessees, and to post notices of nonresponsibility. Landlord may also enter the Premises, without abatement of rent, in order to alter, improve or repair the Premises or any other portion of the Property that Landlord reasonably deems necessary or desirable. Further, Landlord shall have the right but not the obligation to enter the Premises from time to time to conduct tests, inspections and surveys to monitor Tenant's compliance with its obligations concerning Hazardous Materials, Mold, and Tenant's compliance with applicable laws.

4.9 Business Hours. Normal business hours for the Building shall be 08:30a.m. to 5:00 p.m., Monday through Friday ("**Building Hours**"). Evening and weekend hours may vary. Tenant shall ensure its business hours do not violate any local rules, ordinances or regulations.

4.10 Building Rules. Tenant shall comply with the building rules and regulations attached to this Lease as **Exhibit 4.10** (the "**Rules**"), and after notice, with all reasonable modifications and additions to these rules, which Landlord may promulgate in writing from time to time. Landlord shall not be responsible to Tenant for the nonperformance of any of these rules by any other tenant or occupant of the Property. If any rule conflicts with any provision of this Lease, the applicable provision of this Lease shall prevail.

4.11 Code of Conduct. Tenant hereby acknowledges receipt of Landlord's Code of Conduct, which is available at <https://adventisthealth.org/documents/system/code-of-conduct-new-2023.pdf> (the "**Code**"), and agrees that Tenant has been given ample opportunity to read, review and understand the Code. With respect to Tenant's business dealings with Landlord and Tenant's performance of its obligations as set forth in this Lease, Tenant shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Tenant shall comply with the Code as it relates to Tenant's business relationship with Landlord or any of Landlord's affiliates, subsidiaries, employees, agents, servants, officers, directors, contractors or suppliers of any kind.

4.12 Certified DCARCA Sp Inspection. The Premises have not undergone an inspection by a Certified Access Specialist (""), and a disability access inspection certificate, as described in

subdivision (e) of Section 55.53 of the California Civil Code, has not been issued for the Premises. In accordance with Section 1938 of the California Civil Code, Tenant is advised of the following:

“A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASP inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASP inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASP inspection, the payment of the fee for the CASP inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

Accordingly, the Parties hereby agree that Tenant shall have the right, but not the obligation, to have a CASP inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. If it is determined that the Premises do not meet all applicable construction-related accessibility standards, then Tenant shall promptly make, as soon as reasonably possible, but subject to Section 6.4 hereof, any repairs necessary to correct violations of construction-related accessibility standards identified by such inspection, at Tenant’s sole cost and expense.

ARTICLE V. MAINTENANCE, ALTERATIONS AND ADDITIONS

5.1 Responsibilities of Landlord. Subject to Section 5.3, Landlord shall be responsible for maintaining in good condition and repair the Property. Landlord further reserves the right to install new or additional utility facilities in all or a portion of the Property, or to use, maintain, repair, replace, alter and/or relocate utility facilities or services in all or a portion of the Property, for the benefit of Landlord, Tenant or any other lessee (including without limitation utility facilities and services such as plumbing, electrical systems, security systems, communication systems, and fire protection and detection systems), so long as such installations, alterations or relocations do not unreasonably interfere with Tenant’s use of the Premises.

5.2 Waiver by Tenant. Notwithstanding Section 5.1, Tenant waives the benefit of any statute or case decision now or hereafter in effect which would afford Tenant the right to make repairs at Landlord’s expense or to terminate this Lease because of Landlord’s failure to maintain the Building in good order, condition or repair. Tenant hereby waives any and all rights under and benefits of Subsection 1 of Section 1932 and Sections 1941 and 1942 of the California Civil Code or any similar law, statute, or ordinance now or hereafter in effect.

5.3 Responsibilities of Tenant. Subject to Section 7.3, Tenant shall be responsible for payment of the cost of any maintenance or repair of the Premises. Further, Tenant shall be responsible for the payment of the cost of any maintenance or repair of any equipment that serve only Tenant, to the extent that such cost is attributable to causes beyond normal wear and tear. For example and without limitation, Tenant shall be responsible for the cost of painting, repairing and replacing wall or floor coverings within the Premises outside of the pre-approved work any utilities separately metered to the Premises, and any security systems designed to protect the Premises (other than the security system maintained by Landlord to protect the Building as a whole). Further (subject to Section 7.3), Tenant shall be responsible for payment of the cost of any maintenance or repairs to other improvements at the Property to the extent that the need for such maintenance or repairs is caused by the act, neglect, fault or omission of Tenant or its officers, employees, agents or invitees. If Landlord incurs any expenses for any

maintenance or repairs, the cost of which pursuant to this Section is the responsibility of Tenant, then Tenant shall reimburse Landlord for such expenses within 10 days after Tenant's receipt of Landlord's invoices therefor, and such payment obligation shall constitute Additional Rent payable by Tenant hereunder. FURTHER, LANDLORD MAY, AT ITS OPTION, UPON REASONABLE NOTICE, ELECT TO HAVE TENANT PERFORM ANY PARTICULAR MAINTENANCE OR REPAIRS, THE COST OF WHICH SHALL BE TENANT'S RESPONSIBILITY UNDER THIS LEASE.

5.4 Alterations, Additions and Improvements by Tenant. Any improvements shall be at Tenant's sole cost and expense. Tenant shall make no alterations, decorations, additions or improvements in or to the Premises or the Property without the prior written consent of Landlord, except that Tenant may make non-structural cosmetic alterations within the Premises without Landlord's consent; provided, however, that such alterations do not in the aggregate exceed \$10,000 during the Term. All such alterations, other than Tenant's trade fixtures and equipment, shall become the property of Landlord upon installation. Additional language included in Exhibit 5.4.

5.5 Removal of Property. Prior to expiration or earlier termination of the Term, and if Tenant is not in default under this Lease, Tenant may remove any of Tenant's trade fixtures and equipment from the Premises. Tenant shall repair and pay for all damages caused by such removal. If Tenant fails to remove all of its personal property from the Premises upon expiration or earlier termination of this Lease for any cause whatsoever, Landlord may dispose of such personal property in any manner permitted by law, and may use the proceeds, if any, to pay any costs incurred by Landlord in connection with such disposal. Tenant shall reimburse Landlord within 10 days following demand by Landlord for all expenses incurred by Landlord, including but not limited to attorneys' fees, in connection with such disposition of Tenant's personal property.

5.6 Casualty; Repair. The provisions of Sections 5.1 through 5.5 are subject to the provisions of Article VIII.

5.7 Cost of Remodeling. Tenant shall bear all future costs of remodeling the Premises, including wallpaper, carpeting, and paint, unless otherwise agreed to in writing by Landlord. All alterations pursuant to this Section and Section 5.4 shall comply with all applicable governmental requirements, shall be of a quality at least equal to the original tenant improvements and shall be conducted by a contractor(s) approved in advance by Landlord.

5.8 Lock Change. Tenant shall not change the locks to the Premises without Landlord's prior written consent. Tenant shall pay all costs for future lock changes. Promptly upon change of any locks or other security devices or systems affecting the Premises, Tenant shall provide copies of the keys (or appropriate security code for other security devices or systems) to Landlord. Upon the expiration or termination of this Lease, Tenant shall surrender all such keys, locks and devices to Landlord. No safes or vaults shall be installed without Landlord's prior written consent.

5.9 Moving Expenses. Tenant shall be solely responsible for payment of all expenses incurred in moving to and from the Premises.

5.10 Mechanics' Liens. Tenant shall not permit any mechanics' lien on the Property resulting from any work performed or materials furnished to Tenant. If any such lien is filed, Tenant shall cause it to be discharged of record within 10 days after filing, or shall post a bond or arrange conditional payment, provided any such bond or arrangement is approved by Landlord. If Tenant fails to timely discharge any such lien (or make arrangement for discharge satisfactory to Landlord), then, Landlord, on giving Tenant written notice, may but shall not be obligated to, discharge the lien, either by paying the claimed amount, or by procuring its discharge by deposit in court or by bonding. Any amount paid by Landlord for any of

these purposes, with interest thereon at the highest rate allowed by law from the date of payment, plus Landlord's reasonable attorneys' fees, shall be paid by Tenant to Landlord on demand as Additional Rent. Nothing herein shall be deemed a consent by Landlord to any improvement by Tenant or to any lien resulting therefrom.

ARTICLE VI. SERVICES AND UTILITIES

6.1 Provision of Services and Utilities.

(a) During Regular and Extended Building Hours on generally recognized business days, Tenant shall arrange, at its sole expense, for the provision of: (i) any telephone and cable television services to the Premises; (ii) any utilities which are separately metered to the Premises such as cable, internet and phone services and appropriate waste disposal services by a licensed hauler for disposal, in accordance with applicable laws and regulations, of any Hazardous Materials generated by Tenant's business. Landlord shall have no financial or other responsibility in connection with such services and utilities arranged for by Tenant.

6.2 Interruption of Services. Unless due to Landlord's gross negligence or willful misconduct, Landlord shall not be liable to Tenant in damages or otherwise for any failure, interruption or curtailment of any service or utility maintained on the Property or for the Premises, including without limitation heating, plumbing, electrical systems, security systems, communication systems, and fire protection and detection systems, and such failure, interruption or curtailment shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive or partial eviction. Landlord shall not be liable to Tenant for any injury or damage whether such injury or damage is caused by or results from fire, steam, electricity, gas, water or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, heating, air conditioning, lighting fixtures, security systems, communication systems, or fire protection and detection systems, or from any other cause relating to the condition of the Property, the Building or the Premises, whether such injury or damage results from conditions arising in, on or upon the Property, the Building or Premises, or in, on or upon other portions of the Building or from other sources or places (including without limitation windstorm, hurricane or rainstorm), and regardless of whether the cause of such injury or damage or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any injury or damages arising from (i) any act or neglect of any other occupant of the Building or (ii) any act or neglect by any other persons at or on the Property.

6.3 Tenant Restrictions. Tenant shall not, without Landlord consent:

(a) Install or operate in the Premises any electrically operated equipment (other than low electrical consumption equipment normally used in modern professional medical offices), or any plumbing fixtures, without first obtaining Landlord's written consent. Landlord may condition such consent on Tenant's payment of Additional Rent as compensation for the additional consumption of water and/or electricity; or

(b) Install any equipment of any kind or nature whatsoever which would or might necessitate any changes, replacements or additions to the water system, plumbing system, heating system, air conditioning system or the electrical system servicing the Premises, or any other portion of the Building, without Landlord's prior written consent. If such consent is granted, the entire cost of such replacements, changes or additions shall be paid by Tenant plus the cost to repair any damage to the Building or Premises in connection therewith.

ARTICLE VII. INSURANCE

7.1 Insurance to Be Obtained by Tenant. At all times during the Term, Tenant shall, at its own cost and expense, procure and continue in force the insurance coverages in the amounts and on the terms set forth in Exhibit 7.1.

7.2 Insurance to Be Obtained by Landlord. Landlord shall maintain in effect at all times during the Term fire and hazard “all risk” or “Causes of Loss – Special Form” insurance covering 100% of the full replacement cost of the Property, the Premises and Landlord’s personal property including its business papers, furniture, fixtures and equipment, subject to commercially reasonable deductibles, in the event of fire, lightning, windstorm, vandalism, malicious mischief and all other risks normally covered by “all risk” policies carried by landlords of comparable buildings in the vicinity of the Property. Landlord shall also maintain general liability coverage in such amount and with such deductibles as Landlord deems appropriate for Landlord’s protection. Landlord shall be entitled to provide the insurance required by this Section through appropriate blanket policies. The cost of such insurance shall be included in the computation of Operating Expenses. If the premiums on such insurance should exceed standard rates because of extra-hazardous exposure arising from Tenant’s operations, contents of the Premises or improvements on the Premises beyond Building standard, such excess premium shall be paid by Tenant and excluded from the computation of Operating Expenses. Losses under all such insurance shall be payable only to Landlord.

7.3 Waiver of Subrogation. Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant each hereby agrees that the other shall not be liable for, and each hereby releases and relieves the other from, and waives its entire right of recovery against the other for, loss or damage arising out of or incident to the perils insured against and covered under property insurance policies required to be maintained under this Lease, whether or not such policies are actually in force at the time of any such damage, injury or loss, to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been in place) plus any applicable deductible. Landlord and Tenant further agree that the policies of property insurance required to be obtained and maintained pursuant to this Lease shall contain an acknowledgement of the waiver of any subrogation rights against the Party released pursuant to the foregoing by the insurer providing such insurance policy, which waiver shall be effective regardless of the cause (including negligence of the released Party) of any damage triggering recovery under such policy; provided, however, that if an insurance policy cannot be obtained containing such an acknowledgement of the waiver of subrogation without the payment of an additional premium by the Party obligated to procure the insurance, then, unless the Party that otherwise would be released shall agree to pay such procuring Party for the cost of such additional premium within 30 days after its receipt of written notice setting forth such requirement and the amount of the additional premium, then such waiver shall be of no force and effect between such procuring Party and the Party that otherwise would have been released.

7.4 Damages from Certain Causes. Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building or Premises, or failure to make any such repairs.

**ARTICLE VIII.
CASUALTY, REPAIR AND CONDEMNATION**

8.1 Casualty. If the Premises, or any part of the Premises, are damaged by fire or other casualty, Tenant shall give immediate written notice of such damage to Landlord.

8.2 Termination by Landlord. If: (i) the cost of repairing the damage to the Building as a consequence of the fire or other casualty exceeds (A) the insurance proceeds available to Landlord for such purpose (as reasonably determined by Landlord, and regardless of the reason for such unavailability (including without limitation an election by any mortgagee or beneficiary under a mortgage or deed of trust covering the Property to require that all or a portion of the insurance proceeds received as a result of the fire or other casualty be applied against the secured debt)), or (B) 10% of the replacement cost of the improvements on the Property; or (ii) the damage occurred within the 12 months of the Term (regardless of Tenant's ability to further extend the Term), then Landlord may, at its option, terminate this Lease. In order to exercise this option, Landlord shall notify Tenant in writing of such termination within 90 days after the date of such damage.

8.3 Continuation; Repair. If Landlord does not elect to terminate this Lease in accordance with Section 8.2, then Landlord shall be deemed to have elected to continue the Lease and Landlord shall, within 120 days after the date of such damage, commence and proceed with reasonable diligence to restore the Premises (except that Landlord shall not be responsible for delays by reason of adjustment of loss under insurance policies or for delays beyond the reasonable control of Landlord) to substantially its same condition as immediately prior to the happening of the casualty, and this Lease shall continue in full force and effect. In connection with such restoration:

(a) Landlord shall not be required to rebuild, repair or replace any part of Tenant's contents, machinery, equipment, furniture, furnishings, fixtures, personal property or improvements removable by Tenant under the provisions of this Lease.

(b) Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to the business of Tenant resulting in any way from such damage, or the repair thereof, unless and to the extent that the casualty and related repair work shall cause Tenant's use of the Premises to be materially impaired for a period of at least 8 consecutive business days, in which case Tenant's obligation to pay rent hereunder shall be equitably abated on a square footage or other equitable basis or determined by Landlord; provided, however, that if the fire or other casualty causing the damage resulted from the fault or negligence of Tenant, or any of Tenant's agents or employees, (i) the rent under this Lease shall not be diminished during the repair of such damage and (ii) subject to Section 7.3, Tenant shall be liable to Landlord for the cost and expense of the repair and restoration of the Property caused by such damage.

(c) If Landlord does not complete the work of restoration within 270 days after such casualty (as Landlord may extend such period, at Landlord's option, in the event of delays beyond Landlord's reasonable control), Tenant may terminate this Lease at any time thereafter on 30 days' written notice, provided, however, such notice is given before restoration is complete and restoration is not completed within such 30 day period.

(d) Except as provided above in Subsection (c), Tenant hereby waives any right it may have under applicable law to terminate this Lease as a consequence of any such casualty. The provisions of this Lease, including this Section 8.3, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, the Building or the Property, and any statute or regulation of the State of California, including without limitation Sections 1932(2) and 1933(4) of the California Civil Code, with respect to any rights or

obligations concerning damage or destruction in the absence of an express agreement between the Parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises, the Building or the Property.

(e) All proceeds of all property insurance carried by each Party shall be the sole property of such Party.

8.4 Condemnation. If all or any part of the Property or Premises are taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date Tenant is deprived of possession of the Premises, and the rent shall be proportionately reduced based on the amount of square feet rented by Tenant that is taken by eminent domain as compared to the total amount of square feet rented by Tenant. Either Tenant or Landlord may, at their option, terminate this Lease in its entirety in the event a taking shall, in Tenant's or Landlord's reasonable judgment, materially or adversely interfere with Tenant's continued use and occupancy of the Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, and awards with respect to the taking, except for an award, if any, specified by the condemning authority for any property that Tenant has the right to remove upon termination of this Lease. A sale made in good faith by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes of this Section. Tenant hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure.

ARTICLE IX. ASSIGNMENT AND SUBLETTING

9.1 Assignment and Subletting. Tenant shall neither assign nor transfer this Lease or any rights in this Lease, or sublet the Premises or any part of the Premises, or permit the Premises or any part of the Premises to be occupied by anyone other than Tenant, Tenant's employees, agents, or invitees without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any purported assignment, sublease or transfer of all or any portion of the Premises without the written consent of Landlord shall be void, and any acts by Tenant in violation of the provisions of this Article IX shall, at Landlord's option, constitute a noncurable Event of Default under this Lease.

(a) In connection with each consent requested by Tenant, Tenant shall submit to Landlord the terms of the proposed transaction, the identity of the parties to the transaction, the proposed documentation for the transaction, and all other information reasonably requested by Landlord concerning the proposed transaction and the parties involved. Any permitted use does not in any way create rights to possess or remain in the Premises beyond the termination of this Lease.

(b) Without limiting other instances in which Landlord may reasonably withhold consent to an assignment or subletting, Landlord and Tenant acknowledge that it shall be reasonable for Landlord to withhold consent in the following instances:

(i) if, at the time consent is requested or at any time prior to the granting of consent, an Event of Default has occurred under this Lease or if Tenant is in monetary default under this Lease or would be in monetary default under this Lease but for the pendency of any cure period;

(ii) if, in Landlord's reasonable judgment, use of the Premises by the proposed assignee or sublessee would not be comparable to the office use by other tenants of the Building, would require alterations that would materially lessen the value of the leasehold improvements in the Premises or that are otherwise inappropriate in light of the improvements on the Property as a

whole, would result in more than a reasonable number of occupants per floor, or would require substantially increased services by Landlord;

(iii) if the financial worth of the proposed assignee or sublessee, in Landlord's reasonable judgment, does not meet the credit standards applied by Landlord for other tenants under leases with comparable terms; or

(iv) if, in Landlord's reasonable judgment, the character, reputation, or business of the proposed assignee or sublessee is not consistent with the quality of the other tenants of the Building.

(c) No sublessee or assignee shall have a right to further sublet or assign the Premises without Landlord's prior written consent, which may be withheld in Landlord's absolute discretion. No sublease, assignment or transfer of this Lease, once consented to by Landlord, shall be modified or terminated by Tenant without Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion.

(d) Regardless of Landlord's consent, no subletting or assignment shall release or alter Tenant's obligation or primary liability to pay Rent and to perform all other obligations under this Lease. The acceptance of rent by Landlord from any other person shall not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of an Event of Default by any assignee or successor of Tenant in the performance of any of the terms of this Lease, after notice of default to Tenant and the expiration of any applicable cure period, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against the assignee or successor. Landlord may consent to subsequent assignments or subletting of this Lease without notifying Tenant or any successor of Tenant, and without obtaining Tenant's consent, and this action shall not relieve Tenant of liability under this Lease.

(e) Tenant acknowledges that Landlord will not approve a hypothecation of Tenant's interest in this Lease.

(f) If Tenant is an entity, any of the following shall be deemed a voluntary assignment: (i) the sale, assignment, transfer or disposition of all or substantially all of Tenant's assets; (ii) the sale, assignment, transfer or disposition of 50% or more of the stock, partnership, membership or other interests (whether equity or otherwise and whether voluntary or otherwise) in Tenant; (iii) the merger, reorganization, share exchange, recapitalization, restructuring or consolidation of Tenant, unless such transaction would result in the voting securities of Tenant outstanding immediately prior to the transaction continuing to represent at least 50% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such transaction. Notwithstanding anything to the contrary above, a stock sale or company recapitalization is not considered an act of assignment and Landlord approval shall not be required so long as the Tenant entity remains the same, the net worth of the Tenant entity remains equal to or greater than what it was on the Commencement Date, and Tenant's use and occupancy of the Premises continues to comply with the permissible uses under Section 4.1.

9.2 Sale. In the event that Landlord sells or conveys the Property, all liabilities and obligations of Landlord under this Lease accruing after the sale or conveyance terminate, shall be binding on the new owner, and Landlord shall automatically be released from all liability under this Lease accruing subsequent to such sale or conveyance.

**ARTICLE X.
RELATIONSHIP OF PARTIES**

10.1 Independent Contractors. Landlord's relationship to Tenant shall be that of an independent contractor supplying the Premises and any services required by this Lease. Nothing in this Lease is intended to create a partnership, employer-employee or joint venture relationship between the Parties, or to allow either Party to exercise any control or direction over the other Party.

10.2 Hold Harmless; Indemnity. Tenant shall indemnify, protect, defend (with counsel acceptable to Landlord) and hold harmless all Landlord Parties from all liabilities, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, asserted by third parties and arising out of the use of the Premises or any other portion of the Property by Tenant Parties, out of the conduct of Tenant's business, out of anything done by Tenant, or permitted by Tenant, to be done in or about the Premises or in any other portion of the Property. Landlord need not first have paid any such expense in order to be so indemnified. Landlord agrees to notify Tenant promptly following Landlord's learning of any such claims; provided, however, that Landlord's failure to provide such notice shall not diminish Tenant's obligations hereunder. The foregoing shall not extend to any damage or injury which Tenant establishes in a court of competent jurisdiction was solely and proximately caused by the negligence of any Landlord Party.

Landlord shall indemnify, defend and hold harmless Tenant against any and all liability arising out of Landlord's failure to comply with the terms of this Lease, and any injury, loss, claims or damages arising from the negligent operations, acts, or omissions of Landlord or its employees relating to or arising out of this Lease.

10.3 Referrals. Intentionally omitted.

**ARTICLE XI.
DEFAULT AND REMEDIES**

11.1 Default. The following shall each be considered an "Event of Default" under this Lease:

- (a) Tenant vacates or abandons the Premises;
- (b) Tenant fails to pay any Rent when due, if such failure continues for a period of 5 days after Landlord gives written notice of such failure to Tenant;
- (c) Tenant dissolves, becomes insolvent, or becomes the subject of voluntary or involuntary bankruptcy proceedings;
- (d) Tenant fails to observe or perform any covenant or provision of this Lease to be observed or performed by Tenant (other than those relating to Subsections (b) and (c), above) and such failure continues for a period of 20 days after Landlord gives written notice to Tenant; or
- (e) Tenant fails to comply with the provisions of Article IX.

11.2 Remedies on Default. Upon the occurrence of any Event of Default by Tenant, Landlord shall have the following remedies, which are not exclusive and are cumulative with any other remedies now or hereafter allowed by law:

(a) Landlord may continue this Lease in full force and effect and not terminate Tenant's right to possession of the Premises, in which event Landlord shall have the right to enforce all rights and remedies granted by this Lease or by law against Tenant, including, without limitation, the right to collect Rent when due and other sums payable under this Lease. The purpose of this Section is to provide Landlord with the remedy contemplated by California Civil Code Section 1951.4. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the dates due at the maximum rate then allowable by law. For purposes of this Lease, the following will not terminate Tenant's right to possession: (i) acts of maintenance or preservation or efforts to re-let the Premises; (ii) Landlord's re-letting of the Premises or any part thereof as the agent and for Tenant's account on such reasonable terms and conditions as Landlord deems advisable, in which event the rents received on such re-letting and collection shall be applied first to the reasonable expenses of such re-letting and collection, including reasonable attorneys' fees and any real estate commissions paid, and thereafter to payment of all sums due or to become due to Landlord under this Lease, and if a sufficient sum shall not be thus realized by the payment of such sums and other charges, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring an action therefor as such monthly deficiency shall arise; and (iii) the appointment of a receiver on initiative of Landlord to protect Landlord's interest under this Lease.;

(b) Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to (i) the worth at the time of award of the unpaid Rent which had been earned at time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including without limitation the cost of recovering possession of the Premises. The "worth at the time of award" of the amounts referred to in clauses (i) and (ii) of this Section 11.2(b) is computed by allowing interest at the rate specified in Section 3.6. The "worth at the time of award" of the amount referred to in clause (iii) of this Section 11.2(b) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%. Efforts by Landlord to mitigate the damages caused by Tenant's breach of this Lease do not waive Landlord's right to recover damages under this Section 11.2(b); and

(c) Landlord may pursue any other remedy now or hereafter permitted by law.

11.3 Performance of Obligation of Tenant by Landlord. If Tenant fails to promptly perform any of its obligations under this Lease, Landlord may, at its option, immediately or at any later time, perform those obligations for the account of Tenant without waiving the default. Any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by Landlord in that performance shall be payable by Tenant upon demand, and, if not so paid, shall bear interest as provided in Section 3.6.

11.4 Certain Payments by Tenant.

(a) Receipt by Landlord, its Building manager, of other agent or employee of either, of any Rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by Landlord, its Building manager, or other agent or employee of either, of any provision of this Lease shall be effective unless expressed in writing and signed by Landlord.

(b) No payment by Tenant, or receipt by Landlord, its Building manager or other agent or employee of either, of a lesser amount than the Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, 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. Landlord, its Building manager or other agent or employee of either, may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

ARTICLE XII. ESTOPPEL CERTIFICATE

12.1 Delivery of Certificate. Each Party (a "**Responding Party**") shall, within 10 days after written request from the other Party ("**Requesting Party**"), execute and deliver to the Requesting Party a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect, (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (b) stating the date to which the Rent and other charges are paid in advance, if any; (c) acknowledging that there are not, to the Responding Party's knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed; and (d) stating other matters as may be reasonably requested by the Requesting Party. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or Property or of the business of Tenant.

12.2 Failure to Deliver. At the Requesting Party's option, the failure of the Responding Party to deliver such statement within 10 days after written request by the Requesting Party shall be a material default of this Lease by the Responding Party, without any further notice to such Party, or it shall be conclusive upon the Responding Party that: (a) this Lease is in full force and effect, without modification except as the Requesting Party represents; (b) there are no uncured defaults in the Requesting Party's performance; (c) if Landlord is the Requesting Party, not more than 1 month's Basic Rent has been paid in advance; and (d) that the other statements set forth in such statement are true.

12.3 Financial Statements. If Landlord desires to finance, refinance, or sell the Premises or the Property, Tenant shall deliver to any lender or purchaser designated by Landlord any financial statements of Tenant as reasonably required by such lender or purchaser. Such statements shall include Tenant's financial statements for the past 3 years. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes set forth in this Section 12.3.

ARTICLE XIII. SUBORDINATION

13.1 Subordination. This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security placed upon the Property or any part of the Property, to any and all advances made on the security, and to all renewals, modifications,

consolidations, replacements and extensions thereof. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant observes and performs all of the provisions of this Lease. If any mortgagee, trustee or ground lessor elects to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and gives written notice to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of the mortgage, deed of trust or ground lease, or the date of recording of the same.

13.2 Execution of Documents. Tenant agrees to execute, acknowledge and deliver any documents required to effectuate any attornment or subordination, or to make this Lease prior to the lien of any mortgage, deed of trust or ground lease. Tenant's failure to execute, acknowledge and deliver such documents within 10 days after written demand shall constitute a material default by Tenant under this Lease without further notice to Tenant or, at Landlord's option, Landlord may execute, acknowledge and deliver such documents on behalf of Tenant as Tenant's attorney-in-fact. Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute, acknowledge and deliver such documents in Tenant's name and place in accordance with this Section. Notwithstanding the foregoing, Tenant shall automatically attorn to any purchaser at a foreclosure sale, to any grantee or transferee designated in any deed given in lieu of foreclosure, or to any mortgagee in possession, and shall recognize such transferee or successor as landlord pursuant to this Lease.

13.3 Modifications. Tenant agrees to make such reasonable modifications to this Lease as may be reasonably required by an institutional lender in connection with any financing or refinancing of the Property or any part of the Property.

ARTICLE XIV. TAXES

14.1 Real Property Taxes. Landlord shall pay all Real Property Taxes applicable to the Property. Tenant shall pay all increases in Real Property Taxes attributable to improvements required or constructed by Tenant within 10 days after Landlord's presentation of a bill therefor. For purposes of this Lease, "**Real Property Taxes**" shall mean all real property taxes or assessments (and any tax or assessment to the extent levied or assessed in lieu thereof) levied or assessed against the Premises, Building or the Property including all taxes (other than personal or corporate income taxes measured by Landlord's net income from all sources), possessory interest taxes, assessments (including all assessments for public improvements, services or benefits levied after the Commencement Date, irrespective of when commenced or completed), excises, levies, business taxes, license, permit, inspection and other authorization fees, transit development fees, assessments or charges for housing funds, service payments in lieu of taxes and any other fees or charges of any kind which are assessed, levied, charged, confirmed or imposed by any public authority: (a) on or measured by the rental payable hereunder, including any gross receipt or excise tax levied by any governmental body on the receipt of such rental; (b) on the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Building or the Property or any portion thereof, whether or not paid directly by Landlord; or (c) on this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it shall not be lawful for Tenant so to reimburse Landlord, the monthly Basic Rent shall be revised to net Landlord the same net rental after imposition of any such tax on Landlord as would have been payable to Landlord before its imposition.

14.2 Personal Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises or elsewhere. If any of Tenant's personal property is assessed with Landlord's

real property, Tenant shall pay to Landlord the taxes attributable to Tenant within 10 days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

ARTICLE XV. GENERAL PROVISIONS

15.1 Amendment. This Lease may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated, signed by the Parties and attached to this Lease.

15.2 Attorneys' Fees. If either Party brings an action to enforce the terms of, or declare rights under, this Lease, then the prevailing Party in any such action shall be entitled to reasonable attorneys' fees and costs and all litigation-related costs (including expert witness fees) to be paid by the losing Party as fixed by the court in the same or a separate suit, and whether or not such action is pursued to decision or judgment. The attorneys' fees shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred in good faith. Landlord further shall be entitled to reasonable attorneys' fees and all other costs and expenses incurred in the preparation and services of notices of default and consultations in connection with such notices, whether or not a legal action is subsequently commenced in connection with such default.

15.3 Brokers. Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

15.4 Certain Acknowledgments. Tenant acknowledges that the rentable area forming the Premises constitutes approximately 122.74% of the "usable area" of the Premises, as such term is commonly used in office space leases including, without limitation, the definition of such term by ANSI/BOMA Z65.1-2010. Tenant further acknowledges that although this Lease has been adapted from Landlord's form lease, Landlord does not represent that all other leases which now or in the future may encumber the Property are or will be on identical terms as this Lease or are or will be adapted from the same form lease.

15.5 Choice of Law. This Lease shall be construed in accordance with and governed by the laws of the State of Hawaii, except choice of law rules that would require the application of the laws of any other jurisdiction.

15.6 Confidentiality. Landlord and Tenant agree that the terms of this Lease are confidential and constitute proprietary information of the Parties. Disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants of the Property. Each of the Parties hereto agrees that such Party, and its respective partners, officers, directors, employees, agents and attorneys, shall not disclose the terms and conditions of this Lease to any other person without the prior written consent of the other Party hereto except pursuant to an order of a court of competent jurisdiction. Notwithstanding any other provision of this Lease, Landlord may disclose the terms hereof to any lender now or hereafter having a lien on Landlord's interest in the Property, or any portion thereof, and either Party may disclose the terms hereof to its attorneys, to its respective independent accountants who review its respective financial statements or prepare its respective tax returns, to any prospective transferee of all or any portions of their respective interests hereunder (including a prospective sublessee or assignee of Tenant who have been approved by Landlord), to any lender or prospective lender to such party, to any governmental entity, agency or person to whom disclosure is required by applicable law, regulation or

duty of diligent inquiry and in connection with any action brought to enforce the terms of this Lease, on account of the breach or alleged breach hereof or to seek a judicial determination of the rights and obligations of the Parties hereunder.

15.7 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. It shall not be necessary for the Parties to execute the same counterpart(s) of this Lease for this Lease to become effective.

15.8 Entire Agreement. This Lease is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Lease.

15.9 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Lease and are incorporated into this Lease wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

15.10 Force Majeure. Except with respect to obligations imposed with regard to rent and other charges to be paid by Tenant under this Lease, neither Party is liable for nonperformance or defective or late performance of any of its obligations under this Lease to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of utilities, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors).

15.11 Headings. The headings in this Lease are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Lease.

15.12 Landlord's Liability. Landlord and its successors in interest shall be liable for breaches of covenants occurring during their respective ownership of Landlord's interest. Landlord and any such successors shall in no event be personally liable to Tenant for any judgment exceeding the value of their interest in the Building plus the amount of any recoverable liability or indemnity insurance available to them with respect to such breach.

15.13 Notices, Demands & Payments. Any notice, demand, payment, request or communication required or permitted under this Lease shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notices personally delivered shall be effective on the date of delivery; notices sent by certified or registered mail meeting the requirements of this Section shall be effective on the date of receipt or refusal indicated on the return receipt; notices sent by overnight carrier shall be effective on the date of delivery on the carrier's delivery receipt; and notices sent in any other manner shall be effective on the date of actual receipt. Subsequent to the Commencement Date, notices to Tenant may be sent to Tenant at the Premises. In addition, if facsimile transmission addresses are set forth below, notices may also be sent by facsimile transaction. Notices sent by facsimile transmission shall be effective upon receipt of a legible transmission, if prior to 5:00 p.m. on a Business Day, otherwise on the next succeeding Business Day. In each case, notice shall be delivered or sent to:

If to Tenant: UpValley Family Centers

1440 Spring Street
St. Helena, CA 94574
Attn: Jenny Ocon

If to Landlord: St. Helena Hospital
10 Woodland Rd.
St. Helena CA
Attn: Steve Herber

Either Party may provide for a different address by notifying the other Party of such change as provided for in this Section. Failure of delivery because a Party has failed to provide a new notice address shall be deemed effective delivery on the date of refusal of the notice.

15.14 Severability. If any provision of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. The parties intend that, in lieu of each provision of this Lease that is illegal, invalid or unenforceable, there shall be added to this Lease a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

15.15 Short Form. Tenant agrees, at the request of Landlord, to execute, deliver, and acknowledge a short form of this Lease satisfactory to counsel for Landlord, and Landlord may in its sole discretion, record such short form in the county where the Premises are located. Tenant shall not record this Lease, or a short form of this Lease, without Landlord's prior written consent, and any such recordation without Landlord's prior written consent shall, at the option of Landlord, constitute an Event of Default under this Lease.

15.16 Successors and Assigns. The covenants and conditions contained herein, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of the Parties.

15.17 Surrender of Lease. Neither the voluntary or other surrender of this Lease by Tenant nor the mutual cancellation hereof shall cause a merger of the titles of Landlord and Tenant, but such surrender or cancellation shall, at the option of Landlord, either terminate all or any existing subleases or operate as an assignment to Landlord of any such subleases.

15.18 Time of Essence. Time is of the essence of each of the promises, covenants, agreements and conditions which this Lease requires Tenant to keep, observe and perform.

15.19 Waiver. No delay or failure to require performance of any provision of this Lease shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

15.20 Waiver of Consequential Damages. Tenant hereby waives any claims for any indirect or consequential damages or for any injuries, damages or inconvenience to, or interference with, Tenant's

business, including, but not limited to lost profits, any loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

15.21 Authority. If either Party signs this Lease as a corporation, partnership, limited liability company or other legal entity (each, an “**Entity**”), each person executing this Lease on behalf of such Party warrants that such Party is an authorized and existing Entity, that it is qualified to do business in the state where the Premises are located, that it has the right and authority to enter into this Lease, and that each person signing on behalf of the Entity is authorized to do so.

15.22 Participation in Federal and State Programs. Tenant hereby represents that it is not debarred, suspended, excluded or otherwise ineligible to participate in any federal or state health care program.

15.23 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Lease shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa.

15.24 Interpretation. An executed counterpart of this Lease transmitted by FAX shall be equally as effective as a manually executed counterpart. Each party shall take all reasonable steps, and execute, acknowledge and deliver all further instruments, necessary or expedient to implement this Lease. No inference or presumption shall be drawn if a party or its attorney prepared and/or drafted this Lease. It shall be conclusively presumed that the parties participated equally in its preparation and/or drafting. “Person” includes any individual(s), entity(ies), or combination thereof. “Including” or “include” means including without limitation. All conditions of this Lease to be performed by Tenant shall be deemed covenants of Tenant as well as conditions.

15.25 Voluntary Execution. Tenant has signed below voluntarily after having been advised by its counsel of all provisions hereof, and, in signing below, Tenant is not relying on any inducements, promises and representations made by or on behalf of Landlord except as expressly contained in this Lease. Tenant acknowledges that neither Landlord nor anyone acting for Landlord has made any binding representation or promise with respect to the Building, the Property or the Premises, except as herein expressly set forth. No rights, easements or licenses are acquired by Tenant, by implication or otherwise, except as expressly set forth in this Lease.

15.26 Liability for Performance. Each person comprising Tenant shall be jointly and severally liable hereunder for the full and faithful performance of all the conditions and covenants binding on Tenant.

15.27 Payment of Rent by Cashier’s Check. If a late charge is payable under this Lease, whether collected, for 2 installments of Rent during any one calendar year during the Term, or if any payment made by Tenant in the form of a personal or business check is returned for any reason including insufficient funds, by the bank on which it was drawn, then Landlord at its option may require Tenant to submit future payments to Landlord in the form of a cashier’s check or money order. Tenant’s obligation to provide payment in this manner shall continue until Landlord, in its sole discretion, determines otherwise. Tenant will reimburse Landlord, as Additional Rent, Landlord’s actual costs imposed by Landlord’s bank or financial institution arising from Tenant’s returned check(s). These costs shall be in addition to any late charges payable by Tenant pursuant to this Lease.

15.28 Submission of Lease. Submission of this Lease for examination or signature by the parties does not constitute an option or offer to lease the Premises on the terms in this Lease or a

reservation of the Premises in Tenant's favor. This document is not effective as a lease or otherwise until signed and delivered by both Tenant and Landlord.

15.29 Security Measures. Tenant acknowledges that: (a) the Basic Rent does not include the cost of any security measures for any portion of the Building, (b) Landlord has no obligation to provide any such security measures, (c) Landlord has made no representation regarding the safety or security of the Building, and (d) Tenant will be solely responsible for providing any security it deems necessary to protect itself, its property, and its invitees in, on, or about the Building or the Premises. If Landlord provides any security measures at any time, the cost thereof shall be Additional Rent charged to Tenant monthly, but Landlord will not be obligated to continue providing security for any time, Landlord may discontinue such service without notice and liability to Tenant, and Landlord will not be obligated to provide such measures with any particular standard of care. Tenant assumes all responsibility for the Tenant's security, safety, property, and invitees. Tenant releases Landlord from all claims for damage, loss, or injury to Tenant, its invitees, and/or to the personal property of Tenant and/or its invitees, even if such damage, loss, or injury is caused by or results from the criminal or negligent acts of third parties. Landlord shall have no duty to warn Tenant of any criminal acts or dangerous conduct that has occurred in or near the Building, regardless of Landlord's knowledge of such crimes or conduct.

15.30 Relocation. Intentionally omitted.

15.31 Parking Areas. At no cost, Landlord shall allocate to Tenant 8 parking spaces in the parking lot or lots adjacent to or in the proximity of the Building during the Term of the Lease and subject to the reasonable terms, conditions, rules and regulations as Landlord or the operator of the parking area may establish from time to time. Tenant shall be entitled to use, in common with the others entitled thereto, so long as Tenant is not in default under this Lease, the parking areas on the Property as designated from time to time by Landlord, subject to this Lease, and the Rules. Landlord shall have the right to reasonably assign certain parking spaces on the Property, if any, to a specific tenant of the Building. Reserved and public parking will be available to Tenant, other space tenants and their visitors at rates Landlord establishes from time to time. If the size or configuration of the parking areas is altered or diminished, Landlord shall not be liable to Tenant therefor, and Tenant shall not be entitled to any compensation or reduction in or abatement of Basic Rent or other charges due hereunder. No such alteration or diminution shall be considered to constitute a constructive or actual eviction of Tenant.

15.32 Arbitration. Any controversy, dispute or claim arising out of this Lease shall be determined by final and binding arbitration pursuant to **Exhibit 15.32**.

15.33 Trial without Jury. Landlord and Tenant each acknowledges that it has had the advice of counsel of its choice with respect to its rights to trial by jury under the constitutions of the United States and the state. Each party expressly and knowingly waives and releases all such rights to trial by jury in any action, proceeding, or counterclaim brought by either party against the other on any matters arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, and/or any claim for injury or damage.

Landlord's Initials: LSH Tenant's Initials: LG

[signature page follows]

The Parties have executed this Lease on the last date signed below (“**Execution Date**”).

LANDLORD:

ST. HELENA HOSPITAL

Date: 03/26/2025

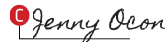
 Steven Herber

By: Steve Herber
Its: President

TENANT:

UP VALLEY FAMILY CENTERS OF NAPA
COUNTY

Date: 03/26/2025

 Jenny Ocon

By: Jenny Ocon
Executive Director

LIST OF EXHIBITS:

- 1.1 Premises, Building and Property**
- 4.10 Building Rules and Regulations**
- 4.11 Code of Conduct**
- 5.7 Landlord and Tenant Liabilities for Repairs**
- 7.1 Tenant Insurance Requirements**
- 15.32 Arbitration Provisions**

Exhibit 4.10

BUILDING RULES AND REGULATIONS

1. The entry passages and stairways may be used for ingress and egress only.
2. Space for admitting natural light into any public area of the Building shall not be covered or obstructed by Tenant except in a manner approved by Landlord.
3. Toilets and other like apparatus shall be used only for the purpose for which they were constructed. Any and all damage from misuse shall be borne by Tenant.
4. No sign, advertisement, notice, or the like, shall be used in the Building by Tenant (other than on its office doors and then only as approved by Landlord). If Tenant violates the foregoing, Landlord may remove the violation without liability and may charge Tenant all cost and expenses incurred in doing so.
5. Tenant shall not throw, or permit anything to be thrown, out of windows or doors or down passages or elsewhere in the Building, or bring or keep pets or other animals therein, or commit or make any indecent act or use of the Premises or the Building or obstruct, injure, annoy or interfere with other occupants or those having business with them, or affect any insurance rate on the Building or violate any provision of any insurance policy on the Building.
6. The Premises shall not be defaced in any way.
7. Unless specifically authorized by Landlord, employees of Landlord shall not perform, nor be asked to perform, work other than their regularly assigned duties.
8. All parking regulations established from time to time by Landlord shall be obeyed.
9. Tenant shall not place a load on any floor of the Premises exceeding 40 lb. per square foot (PSF), without Landlord's written approval. Landlord reserves the right to prescribe the weight and position of all safes and heavy equipment. Informational safety note: The design load for this building is 50 PSF live load plus 20 PSF partition load. The 40 PSF is a precautionary limit established by Landlord and agreed to by Tenant. Landlord will not unreasonably withhold permission for Tenant to place a live floor load up to 50 PSF.
10. Tenant shall not install or use any air conditioning or heating device or system other than provided by Landlord, unless approved in advance in writing.
11. The Building shall be a "No Smoking" building. Tenant shall not permit smoking in the Building by its employees, affiliates, or visitors.
12. Tenant shall not hang any pickup boxes on doors or anywhere else in the Building without prior written approval from the Landlord.
13. Tenant shall not have the right to place any improvements, fixtures or personal property within the Common Areas except as approved in writing by Landlord in its sole discretion.
14. Blinds of the quality, type, design and color designated by Landlord shall be used on all windows. All curtains, shades, screens and other fixtures shall be of a quality, type, design and color, and attached in a manner, approved by Landlord.

Landlord's Initials SH Tenant's Initials 90

Exhibit 5.7

APPROVED LANDLORD'S WORK, AT LANDLORD'S SOLE COST AND EXPENSE:

- Demo cabinets and sinks in 7 exam rooms and nurse's station
- Remove water supply and cap inside walls of 7 exams rooms
- Drywall repair and painting of trim in 7 exam rooms and nurse's station
- Install new flooring and baseboards of affected areas.

APPROVED TENANT'S WORK, AT TENANT'S SOLE COST AND EXPENSE:

- Install HVAC mini-splits upstairs
- Interior paint throughout

LANDLORD AND TENANT AGREE TO SPLIT 50/50, THE COST OF NEW CARPET UPSTAIRS.

Exhibit 7.1

INSURANCE

1. Tenant shall, at all times during the Term, at its own cost and expense, procure and continue in force the following insurance coverages:

(a) Commercial general liability insurance (“**CGLI**”) on a comprehensive basis against all claims and liability for personal and bodily injury, death, or property damage and other covered loss arising from the use, occupancy, disuse, or condition of the Premises, however occasioned, occurring during the Term of this Lease, as extended. Such insurance shall include broad form contractual liability insurance coverage insuring all of Tenant’s indemnity obligations under this Lease. Such insurance shall provide protection of at least \$1,000,000 for any one occurrence and, at least \$3,000,000 in the aggregate for bodily injury and for property damage combined. The CGLI policy shall name Landlord, and any agents, lessors or mortgagees of or lenders to Landlord previously identified in writing by Landlord, as parties to be covered by such insurance as additional insureds. No additional insured shall have any obligations of a named insured under such policy.

(b) “All Risk” or “Special Causes of Loss” property insurance insuring against fire, lightening, windstorm, vandalism, malicious mischief, sprinkler damage and other risks normally covered by “all risk” coverage within the vicinity of the Property. Such insurance shall provide coverage in an amount equal to the full replacement value of all contents, machinery, equipment, fixtures, furniture, furnishings, and personal property within the Premises and all other improvements installed by or at the expense of Tenant. In addition Tenant shall maintain business interruption insurance covering risk of loss from any of the hazards covered by the insurance required to be maintained by Tenant pursuant to this paragraph (b) with coverage in a face amount not less than the aggregate amount, for a period of 12 months after the insured-against peril, of 100% of all Rent to be paid by Tenant under this Lease.

(c) Professional liability insurance relating to the business conducted by Tenant at the Premises or elsewhere, issued by an insurance company authorized or otherwise qualified to issue professional liability insurance policies or coverage in the State of California, and acceptable to Landlord, which provides protection of at least \$1,000,000 per occurrence, and at least \$3,000,000 in the aggregate. If such insurance is written on a “claims made” rather than an “occurrence” form, following termination or expiration of this Lease, coverage shall survive for the maximum reporting period available from insurance sources at each anniversary date of such insurance. Such coverage shall provide for a date of placement preceding or coinciding with the Commencement Date of this Lease.

(d) Workers’ Compensation and employer’s liability insurance providing statutory Workers’ Compensation benefits and employer’s liability limits as required under applicable state and federal law in such amount and such form of policies as Landlord from time to time reasonably requires. Such insurance shall cover all employees of Tenant at the Premises. Unless the statutes of the state in which the Premises are located specify another amount, the employer’s liability coverage shall have a liability amount not less than \$1,000,000 per occurrence.

(e) Automobile liability insurance (including owned, non-owned and rented automobiles) with a combined single limit no less than \$1,000,000 per occurrence.

2. The insurance coverages and minimum policy amounts set forth above shall in no event limit Tenant’s liability under this Lease. All such insurance further (i) shall contain deductibles less than

or equal to permissible deductible limits previously approved in writing by Landlord, and (ii) shall be effected and carried under valid and enforceable policies, in form and substance satisfactory to Landlord, issued by insurers which are authorized to do business in the state in which the Premises are located. Each such policy shall be primary insurance as to all claims thereunder and not-contributory with any insurance or program of self-insurance maintained by Landlord. All carriers, as well as all policy forms, shall be subject to approval in writing by Landlord, which approvals shall not be unreasonably withheld. Prior to the Commencement Date and thereafter not less than 30 days prior to the expiration date of the expiring policies previously furnished pursuant to this Lease, Tenant shall furnish to Landlord certificates of insurance evidencing such insurance. Landlord shall have the right, exercisable by giving written notice to Tenant, to increase the required coverage limits of any such required insurance policies if, in Landlord's reasonable judgment, the then applicable required coverage amount is insufficient to protect Landlord against the claims, losses, demands or actions insured thereby. Nothing in this Lease shall be construed at any time as constituting a representation or warranty by Landlord as to the sufficiency of any insurance from time to time obtained or maintained by Tenant.

3. Each policy of insurance to be procured under this Lease shall have attached an endorsement that such policy shall be nonassessable to Landlord.

4. Tenant shall pay all premiums and charges for all insurance policies required under this Lease. If Tenant fails to make any such payment when due, or to carry any such policy, Landlord, at its option, upon 3 days' prior written notice to Tenant, may, but shall not be obligated to, make such payment or carry such policy. The amounts paid by Landlord shall become due and payable by Tenant as Additional Rent upon demand, together with interest from the date of payment by Landlord at the rate determined pursuant to Section 3.6. Payment by Landlord of any such premiums or Landlord's carrying of any such policy shall not be deemed to be a waiver or release of Tenant's default.

5. If on account of the failure of Tenant to comply with any provision of this Exhibit, Landlord or any additional insured is adjudged a co-insurer by its insurance carrier, then any loss or damage landlord or such additional insured shall sustain by reason thereof shall be borne by Tenant and shall be paid by Tenant upon receipt of a bill therefor and evidence of such loss.

Exhibit 15.32

ARBITRATION PROVISIONS

1. Any controversy, dispute or claim of whatsoever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Lease, including any claim based on contract, tort or statute, shall be determined by final and binding arbitration conducted before a single arbitrator at a location determined by the arbitrator in , and administered by JAMS, or if JAMS shall not then exist, such other organization as to which Landlord and Tenant agree. If Landlord and Tenant are unable to so agree within 15 days after the dispute arises, the organization shall be selected by the Presiding Judge of the Court or his/her designee on application by any party to the dispute. Judgment on any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof.

2. The provisions of this Exhibit shall not apply to:

(a) Any unlawful detainer action instituted by Landlord as the result of a default or alleged default by tenant pursuant to this Lease.

(b) Any specific controversy, dispute, question or issue as to which this Lease specifically provides another method of determining such controversy, dispute, question or issue and provides that a determination pursuant to such method is final and binding, unless both Landlord and Tenant agree in writing to waive such procedure and to proceed instead pursuant to this Exhibit.

(c) Any request or application to any state or federal court having jurisdiction thereof for an order or decree granting any provisional or ancillary remedy (such as a temporary restraining order or injunction) in aid of or with respect to any right or obligation of either party to this Lease, and any preliminary determination of the underlying controversy, dispute, question or issue as is required to determine whether to grant the relief requested or applied for. A final and binding determination of such underlying controversy, dispute, question or issue shall be made by an arbitration conducted pursuant to this Exhibit after an appropriate transfer or reference to JAMS on motion or application of either party hereto. Any ancillary or provisional relief that is granted pursuant to this clause (c) shall continue in effect pending an arbitration determination and entry of judgment thereon pursuant to this Exhibit.

(d) Exercise of any remedies to enforce any judgment entered based on a determination made by arbitration pursuant to this Exhibit.

3. Any arbitration pursuant to this Exhibit shall be conducted in accordance with the streamlined arbitration rules and procedures of JAMS (the “**Rules**”), regardless of the amount in dispute, except that, whether such Rules so provide:

(a) There shall be a pre-hearing conference prior to the arbitration hearing to reach agreement on procedural matters, arrange for the exchange of information, obtain stipulations and attempt to narrow the issues to be arbitrated.

(b) There shall be no mediation or settlement conferences unless all parties agree thereto in writing.

(c) Discovery shall be limited to that permitted by the Rules, and “good cause” where a condition to discovery shall be strictly construed.

(d) All motions shall be in letter form and hearings thereon shall be by conference telephone calls unless the arbitrator orders otherwise.

(e) Hearings shall require only 20 days' prior written notice.

(f) All notices in connection with any arbitration may be served in any manner permitted by Section 15.13 of this Lease.

(g) Fees and costs paid or payable to JAMS shall be included in "costs" for purposes of Section 15.2. The arbitrator shall specifically have the power to award to the prevailing party such party's reasonable expenses incurred in such proceeding, except as otherwise provided in paragraph 4 below. Reasonable expenses shall include attorneys' fees and fees and costs paid or payable to JAMS.

(h) The selection of the arbitrator shall be in accordance with the then-existing rules of JAMS, provided that Landlord and Tenant may agree to extend the period of time by which an arbitrator must be selected by them. If the parties are unable to agree on an arbitrator within 30 days after submission of a matter to arbitration, the arbitrator shall be appointed by the administrator of the Los Angeles office of JAMS or its successor, if any, as provided in the rules.

(i) The arbitration award shall include findings of fact and conclusions of law and shall not be limited as to amount.

4. As soon as practicable after selection of the arbitrator, the arbitrator or his/her designated representative shall determine a reasonable estimate of anticipated fees and costs of the arbitrator and shall deliver a statement to each party setting forth that party's pro rata share of such fees and costs. Each party shall deposit its pro rata share of such fees and costs with the arbitrator within 10 days after receipt of such statement. If either party fails to make a required deposit hereunder, the other party may make such deposit on behalf of the defaulting party and the amount of such deposit, plus interest thereon at the default rate, shall be awarded against the defaulting party by the arbitrator in making any final arbitration award without regard to whether the defaulting party is the prevailing party in the arbitration pursuant to this section. If Tenant fails to make a required deposit hereunder, Landlord may make such deposit on behalf of Tenant and the amount of such deposit, plus interest thereon at the default rate from date of deposit to date of repayment, shall be Additional Rent pursuant to this Lease payable by Tenant within 10 days after Tenant's receipt of Landlord's invoice therefor.

5. The arbitrator shall have no authority or power to award any party any exemplary or punitive damages.

6. Any guaranty of Tenant's obligations pursuant to this Lease, whether provided at the execution of this Lease or thereafter, shall be subject to the provisions of this Exhibit, whether or not expressly so stated therein.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS EXHIBIT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY THE LAW OF THE STATE IN WHICH THE PREMISES IS LOCATED, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS EXHIBIT. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE LAW OF THE STATE IN

WHICH THE PREMISES IS LOCATED. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in this Exhibit to neutral arbitration.

Landlord:  SH

Tenant:  JO