

LEASE AGREEMENT

BY AND BETWEEN

(“LANDLORD”)

AND

(“TENANT”)

FOR SPACE AT

Dated: July 31, 2025

DATA SHEET

Landlord:

Address of Landlord:

Tenant:

Address of Tenant:

Concurrently to:

Premises Address:

Premises Rentable Area: approximately 8,554 rentable square feet

Project Rentable Area: approximately 58,952 rentable square feet

Security Deposit: \$26,987.87

Prepaid Rent: \$72,687.62

Base Rent (subject to Section 4):

DATA SHEET

Months	Rent Rate (per sf)	Annual Rent	Monthly Rent
1-2	\$26.00*	\$222,404.00*	\$18,533.67*
3-14	\$26.00	\$222,404.00	\$18,533.67
15-26	\$26.52	\$226,852.08	\$18,904.34
27-38	\$27.05	\$231,385.70	\$19,282.14
39-50	\$27.59	\$236,004.86	\$19,667.07
51-62	\$28.14	\$240,709.56	\$20,059.13
63-74	\$28.71	\$245,585.34	\$20,465.45
75-86	\$29.28	\$250,461.12	\$20,871.76
87-98	\$29.87	\$255,507.98	\$21,292.33

*Subject to the Free Rent Period (as defined and as set forth in Section 4.2 of this Lease).

LEASE AGREEMENT

WITNESSETH:

That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. **Demise; Premises.** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, does hereby lease unto Tenant, and Tenant does hereby lease and take from Landlord, (a) that certain portion of a commercial building (the "Building"), located on that certain parcel of land described on **EXHIBIT A**, attached hereto (the "Project")

and right to use all facilities erected or serving the Project and intended for public or common use, including, but not limited to, all entrances, exits, driveways, service drives and parking areas, and all other Common Areas at the Project; (c) the exclusive right to use that identified as "Outdoor Playground" located outside of but adjacent to the premises; and (d) any and all other rights provided for in this Lease. The premises contain approximately 8,554 rentable square feet of floor area, as delineated on the floor plan attached hereto as **EXHIBIT B-1** (the "Premises").

2. Term and Renewal Options.

2.1 Term. The term of this Lease shall be for ninety-eight (98) months (the “Term”). The Term shall commence (the “Commencement Date”) upon the earlier of the occurrence of the following three (3) events: the date that Tenant receives its Certificate of Occupancy; or the date that Tenant first treats patients in the Premises; or one hundred fifty (150) days from the date that all Permits are issued to Tenant. Tenant shall diligently pursue all permits and licensing requirements necessary for Tenant’s improvements or for Tenant to operate its business (collectively referred to herein as “Permits”). Tenant shall make application for all Permits within thirty (30) days from the Possession Date. Unless renewed as provided herein, the Term shall expire on the last day of the ninety-eighth (98th) month following the Commencement Date (the “Expiration Date”). Each twelve (12) month period beginning on the Commencement Date shall hereinafter be called a “Lease Year,” provided that, if the Commencement Date does not fall on the first day of the month, the first Lease Year will expire upon the last day of the month in which the first anniversary of the Commencement Date falls.

2.2 Renewal Options. Provided Tenant is not in default under this Lease beyond any applicable notice and cure period, Tenant shall have the right and option to renew this Lease for two (2) additional period(s) of five (5) years each, next immediately ensuing after the expiration of the Term, as the same may be extended, by notifying Landlord in writing not more than nine (9) nor less than six (6) months before the expiration of the initial Term or subsequent renewal Term of Tenant's intention to exercise its option to renew.

In the event that Tenant so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term, except that Base Rent shall be paid as set forth in the Rent Table Below:

Renewal Term 1 Months	Rent Rate (per sf)	Annual Rent	Monthly Rent
1-12	\$30.76	\$263,121.04	\$21,926.75
13-24	\$31.68	\$270,990.72	\$22,582.56
25-36	\$32.64	\$279,202.56	\$23,266.88
37-48	\$33.61	\$287,499.94	\$23,958.33

49-60	\$34.62	\$296,139.48	\$24,678.29
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Renewal Term 2 Months	Rent Rate (per sf)	Annual Rent	Monthly Rent
1-12	\$35.66	\$305,035.64	\$25,419.64
13-24	\$36.73	\$314,188.42	\$26,182.37
25-36	\$37.83	\$323,597.82	\$26,966.49
37-48	\$38.97	\$333,349.38	\$27,779.12
49-60	\$40.14	\$343,357.56	\$28,613.13

3. Delivery.

3.1 Estimated Possession Date. Landlord estimates that Landlord shall deliver possession of the Premises to Tenant, vacant and with all of Landlord's Work (as defined in Section 9 and Exhibit F) substantially completed on or before that date which is forty-five (45) days after the Effective Date ("Estimated Possession Date"). "Substantially completed" shall mean all of Landlord's Work is complete except for minor punch list items. Any such punch list items shall be completed within fifteen (15) days after the Possession Date (defined below). Landlord shall provide not less than ten (10) days prior written notice of the estimated Possession Date.

3.2 Delays in Delivery. The date that Landlord physically delivers the Premises to Tenant with Landlord's Work (as defined in Section 9 and Exhibit F) substantially completed, subject to Force Majeure and Tenant Delays shall be the "Possession Date". In the event that the Possession Date does not occur within thirty (30) days of the Estimated Possession Date, subject to Force Majeure and Tenant Delays, then Tenant shall receive one (1) day of abated Rent (otherwise due hereunder) for every day thereafter that the Possession Date does not occur until such date that constitutes the Possession Date. As used herein, the term "Tenant Delay" shall mean a delay in the substantial completion of the Landlord's Work as a result of (1) Tenant's request for any change to the Landlord's plans or any construction drawings; (2) the non-performance or delay in the substantial completion of the construction of any portion of the Landlord's Work attributable or caused by Tenant or any agent, employee, or contractor of Tenant; or (3) any delay resulting from Tenant's occupancy of the Premises prior to the Possession Date. Each calendar day of such delay will correspond to one (1) day of Tenant Delay.

3.3 **Intentionally Deleted.**

3.4 Landlord shall provide Tenant with a CAD file of the Premises to the extent in Landlord's possession. In the event Landlord is unable to provide Tenant with a CAD file as of the Effective Date, Tenant shall, at Tenant's expense, cause a CAD file to be developed by Tenant's architect for the Premises. In the event Landlord desires a copy of the CAD file developed by Tenant (and its architect), then Landlord agrees to reimburse Tenant for 50% of the cost of the CAD file.

4. Commencement of Rent.

4.1 Beginning on the Commencement Date, Tenant shall pay as initial annual base rent ("Base Rent") the amount set forth in the **DATA SHEET**, in advance, on the first day of each calendar month during the Term by ACH payment (and Tenant authorizes Landlord to draft Tenant's monthly installment of Rent on the due date from the financial institution provided by Tenant to Landlord) or at such other place or in such other manner as designed from time to time by Landlord in writing, such monthly installment and any Additional Rent or other charges to be prorated for any partial calendar month in which the Commencement Date or Expiration Date occurs (Additional Rent (as defined in Section 8.8) and Base Rent collectively referred to herein as "Rent"). Landlord or any successor to Landlord's interests hereunder,

shall be required to provide Tenant with prior written notice of any change in the address for payment of rent set forth in the **DATA SHEET**. Additionally, save and except as provided for in Section 10.4(v) relating to certain offset rights vested in Tenant applicable to any failure by Landlord to make payment of the Tenant Allowance , when the same is due and payable to Tenant, the parties hereto agree that the obligation of Tenant to pay all Rent and other sums hereunder provided to be paid by Tenant, and the obligation of Landlord to perform Landlord's covenants and duties hereunder constitute independent, separate and unconditional obligations to be performed at all times provided for hereunder. Landlord shall provide Tenant with a completed Form W-9 Request for Taxpayer Information and Certification, a fully executed Commencement Date Memorandum, and Landlord's initial estimate of Operating Expenses.

4.2 Notwithstanding anything to the contrary contained herein, provided Tenant is not in default of this Lease beyond any applicable notice and cure period, Tenant shall be entitled to an abatement of Base Rent for the first two (2) full months following the Commencement Date ("Free Rent Period").

4.3 Actual rentable square footage for the Premises will be determined by measuring the Premises from the outside face of all exterior walls and to the centerline of any common walls. If in accordance with the terms of this Lease the Premises is subject to the installation and construction of improvements and such work contemplates the relocation or construction of demising walls, then, promptly after the substantial completion of such work, Landlord may cause its architect to measure the rentable square footage of the Premises, such measurement to be performed in accordance with the methods of measuring rentable square feet. If the rentable square footage is found to be greater or less than the rentable square footage set forth in this Lease, Base Rent, Additional Rent and other provisions of this Lease which are based on the Premises Rentable Area shall be adjusted accordingly.

4.4 It is the intention of the parties that Landlord shall receive Base Rent, Additional Rent, and all sums payable by Tenant under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever, except as otherwise provided herein.

5. Condition of Premises.

5.1 Landlord shall deliver the Premises to Tenant "As Is", subject to the express representations and warranties set forth in this Lease, and the completion of Landlord's Work, as described in Exhibit F. Landlord shall provide the HVAC System (as defined in Section 20.1(c)) in good order and repair as of the Possession Date.

6. Use of Premises.

6.1 Tenant may occupy and use the Premises during the Term for purposes of therapy services, behavioral health, pediatric autism therapy, or general office administration, or for offices and other administrative functions supporting its business (the "Permitted Use"). Tenant may operate during such days and hours as Tenant may determine, without the imposition of minimum or maximum hours of operation by Landlord, and Tenant will have exclusive use of and full-time access to the Premises, and may operate, up to twenty-four (24) hours per day, seven (7) days per week, year-round. Provided Tenant continues to pay Base Rent and Additional Rent and satisfy all other obligations under this Lease, Tenant shall have no obligation, express or implied, to continuously operate in the Leased Premises. Furthermore, Tenant shall have a right to go-dark, subject to Landlord's recapture right, as provided for in Section 46 hereof.

6.2 Provided Tenant is not in default under this Lease beyond any applicable notice and cure period, and Tenant is open to the public and operating from the Premises for the Permitted Use, then Landlord shall not sell, rent or permit any tenant, occupant or user of the Project to use space outside of the Premises for services related to autism treatment ("Tenant Exclusive"). Notwithstanding the foregoing, it is expressly agreed by the parties that the Tenant Exclusive shall not apply to any existing leases entered into by Landlord prior to the Effective Date of the Lease. In the event of a violation of the Tenant Exclusive, Tenant must provide written notice thereof to Landlord (the "Violation Notice") within thirty (30) days of the date Tenant learns of such violation, and one-half of the Base Rent and Additional Rent payable hereunder shall be abated during the period that the competing use is operated in the Project, as Tenant's sole and exclusive remedy. Provided, however, if the alleged violation of the Tenant Exclusive continues for more than twelve (12) months, then Tenant, as its other sole and exclusive remedy, shall have the right to terminate this Lease by delivering written notice of such termination to Landlord within thirty (30) days after such twelfth (12th) month. Time is

of the essence. If Tenant timely delivers such notice of termination in accordance herewith, this Lease shall terminate thirty (30) days after the date Landlord receives the termination notice (the "Termination Date"), Tenant shall surrender the Premises to Landlord on or before the Termination Date in accordance with the terms of this Lease, and thereupon neither party shall have any further liability or obligation to the other except for (i) the obligations of Tenant under this Lease with respect to the condition of the Premises upon the termination or expiration of this Lease, and (ii) the indemnity obligations of the parties which expressly survive the expiration or earlier termination of the Lease. If Tenant fails to timely deliver the Violation Notice or termination notice in accordance herewith, Tenant shall be deemed to have waived the Tenant Exclusive and its right to terminate this Lease, and all other rights provided to Tenant in this Section, and Tenant shall continue with its obligation to pay all Rent due and payable by Tenant to Landlord without abatement, reduction, or set-off.

6.3 Except as provided for below, Landlord shall not allow any space which is contiguous or within one hundred (100) feet to the Premises to be used for the operation of a movie theatre, government office, gymnasium, bar, restaurant, liquor store, pool hall, arcade, sexually-oriented business, church, gun or other weaponry retail.. Landlord shall not permit any store specializing in the sale of cannabis, marijuana, CBD or related products in the Project. Additionally, Landlord shall not allow any space which is contiguous to the Premises to be used for a dry cleaner operation (though a dry cleaner pick-up station shall be permitted) or a beauty or nail salon. Notwithstanding the foregoing, nothing herein shall restrict or limit the Landlord from leasing the existing spaces to the Veterans Administration and a Wingstop restaurant (collectively the "Excepted Spaces"). Further, the Excepted Spaces shall not be subject to this Section 6.3 so long as any subsequent tenant is either a governmental office or restaurant where liquor sales are less than 50% of total sales. Except as provided for herein, Landlord shall not perform and shall not permit any other tenant or occupant of the Building that includes the Premises to perform any acts or carry on any practices which would damage the Premises or be a nuisance or menace to Tenant or which would interfere with the right of quiet enjoyment granted to Tenant. If any other tenant or occupant in the Building, excluding any existing tenant or a future tenant occupying the Excluded Spaces (where such specific use as provided for above is permitted herein) (a) materially impairs Tenant's ability to use the Premises for the Permitted Use and the disruption continues for in excess of thirty (30) days after notice to Landlord from Tenant, or (b) who shares a common wall, floor or ceiling with the Premises, uses its premises for a use classified as High Hazardous (meaning that such tenant uses, stores or manufactures materials that are subject to very rapid fire development or pose an explosion hazard in such volume as to require not less than a 1 hour fire wall by local code), Tenant shall have the right to either terminate this Lease, without any additional notice or cure period required under Section 17, upon sixty (60) days' written notice specifying the effective date of Tenant's termination, or implement such control measures as it deems necessary to isolate Tenant from such noise, odors, hazardous activity, or other nuisance, at Landlord's expense. If the control measures are unsuccessful, Tenant shall again have the right to terminate this Lease, without penalty. Upon such termination, Landlord shall reimburse Tenant's unamortized leasehold improvement costs less any amounts received by Tenant as a Tenant Allowance, and the parties shall be relieved of all further obligations under this Lease, except those that expressly survive such termination.

6.4 Tenant's trade name ("Trade Name") shall be
or any other trade name used by a majority of Tenant's locations.

6.5 Landlord hereby represents and warrants to Tenant, to Landlord's actual knowledge as of the Effective Date, that no existing or pending declarations, easements, operating/reciprocal easement agreements, covenants, restrictions, liens and/or other encumbrances affecting the Project (any of the foregoing being referred to herein as "Controlling Documents") shall limit or restrict the Permitted Use at the Premises.

7. Assignment/Subletting.

7.1 Except for a Permitted Transfer (as defined below), Tenant shall not assign this Lease, or sublet the Premises, or any part thereof, without Landlord's prior written consent. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that the proposed transferee: (1) is creditworthy in Landlord's reasonable judgment; (2) has a good reputation in the business community; (3) will not use the Premises in any manner that would conflict with any exclusive use agreement or other similar agreement entered into by Landlord with any other tenant of the Building; (4) is not another occupant of the Building; and (5) is not a person or entity with whom Landlord is then, or has been within the six-month period prior to the time Tenant seeks to enter into such

assignment or subletting, negotiating to lease space in the Building or Complex, as applicable, or any Affiliate of any such person or entity; otherwise, Landlord may withhold its consent in its sole discretion. Prior to any sublease or assignment, other than a Permitted Transfer, defined below, Tenant shall first notify Landlord in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest hereunder. A failure by Landlord to respond within thirty (30) days of Tenant's notice of Tenant's election to sublease or assign, shall be deemed to be Landlord's consent to the same.

7.2 Notwithstanding the foregoing, Tenant may, without the approval or consent of Landlord but upon ten (10) days prior written notice to Landlord PROVIDED that such prior notice is allowed under the Law, assign this Lease, or sublease the entire Premises, to: (i) any entity which has the power to direct Tenant's management and operation, or any entity whose management and operation is controlled by Tenant; or (ii) any entity a majority of whose voting stock or equity is directly or indirectly owned by Tenant or any of the stockholders or equity holders of Tenant; or (iii) any entity into which or with which Tenant, its successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions for merger or consolidation of entities, so long as the liabilities of the entities participating in such merger or consolidation are assumed by the entity surviving such merger or created by such consolidation; or (iv) any entity purchasing all or substantially all of Tenant's assets or equity; or (v) any successor to a successor entity becoming such by either of the methods described in subsections (iii) or (iv) above (collectively "Permitted Transfer"). Furthermore, the sale or transfer of all or substantially all of the membership interests, stock, partnership interests or other equity or voting rights of Tenant, or any parent or controlling entity of Tenant, whether by sale, transfer, merger, consolidation or otherwise, shall not be deemed to be an assignment or a sublease hereunder and shall be permitted without any Landlord consent.

7.3 A Permitted Transfer or consent by Landlord to an assignment, subletting, occupation, or use by another person or entity shall not release the original named Tenant hereunder or any guarantor of Tenant's obligations from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed, unless Landlord specifically and in writing releases the original named Tenant hereunder from said liability.

8. Operating Expenses and Utilities.

8.1 Tenant shall pay "Tenant's Proportionate Share" (as defined below) of all Taxes (as defined below), the costs, expenses and liabilities of every kind or nature, subject to the limitations provide for in Section 8.9 hereof, paid or incurred by Landlord with respect to the Project, including maintenance charges for the Premises and the Common Areas (as defined below) (the "CAM Charges"), and insurance premiums actually paid to a third-party insurer for insurance ("Insurance"), in advance, in equal monthly installments at the time of the payment of Base Rent. Taxes, CAM Charges and Insurance are collectively referred to as the "Operating Expenses." As used herein, all Operating Expenses shall be net of all rebates, fees and incentives that are paid by a provider or vendor to Landlord. In no event shall management and administrative fees charged by Landlord (and its provider(s)) exceed 10% of CAM Charges. Tenant's payments shall be based on Landlord's annual estimate of the Taxes, CAM Charges and Insurance for the applicable calendar year in question. "Tenant's Proportionate Share" is the quotient obtained by dividing the Premises Rentable Area by the Project Rentable Area and is estimated to be **14.51%** as of the Effective Date. Tenant's Proportionate Share shall be adjusted in the event the Project Rentable Area increases or decreases at any time and such adjustment may be set forth in an amendment to this Lease. Landlord estimates Tenant's Proportionate Share of Operating Expenses for the first year to be \$7.99/sf.

8.2 "Taxes" shall mean real property taxes, franchise, public charges and assessments assessed or imposed during the Term upon the Building or the Project. Taxes shall not include any penalties or interest for Landlord's late or partial payment nor any income, inheritance, estate, transfer, excise, gift or capital gain taxes that are or may be payable by Landlord. Landlord shall pay all Taxes prior to delinquency.

8.3 "Common Areas" shall mean any parking areas, driveways, roadways, pedestrian sidewalks, delivery areas, trash removal areas, landscaped areas, pylon or monument signs, lighting facilities, security areas, public washrooms, lobbies, plazas, utility closets, and drainage systems, and all other areas or improvements that are provided by Landlord for the common use of tenants and their respective invitees to the Project.

8.4 The Premises has existing utility meters/submeters. Tenant shall Effective as of the Possession Date, Tenant shall arrange for all utilities, including gas, water and electricity and Tenant shall pay the net cost of all utilities serving the Premises. Notwithstanding anything to the contrary contained herein, Landlord may furnish one or more utility or other services to Tenant and in such event Tenant shall purchase the use of such service from Landlord, and shall pay as Additional Rent the reasonable rates established for such services by Landlord. Landlord may include in CAM Charges those costs and expenses incurred by Landlord in connection with monitoring and reading such meters and sub-meters. For the avoidance of doubt, Tenant shall begin paying for utilities as of the Commencement Date. If any utility services to the Premises are interrupted due to the actions or omissions of Landlord, its agents, contractors or employees, Landlord shall have no liability except as set forth in Section 45.

8.5 Notwithstanding anything to the contrary contained herein, in no event Tenant's Proportionate Share of Operating Expenses (excluding Taxes, Insurance, utilities for the Common Areas, or any other cost or expense outside of the reasonable control of Landlord) thereafter increase more than three percent (3%) annually over Tenant's Proportionate Share of Operating Expenses (excluding Taxes, Insurance, utilities for the Common Areas, or any other cost or expense outside of the reasonable control of Landlord) for the immediately preceding calendar year on a cumulative compounding basis.

8.6 No later than one hundred twenty (120) days from the end of each calendar year, Landlord shall provide Tenant with a statement of the actual Operating Expenses for the previous calendar year and the anticipated Operating Expenses for the then present calendar year (the "Annual Statement"). If the actual Operating Expenses for such calendar year are greater than the amount of Tenant's Proportionate Share of Operating Expenses previously paid by Tenant, Tenant, within thirty (30) days of receipt of such Annual Statement, shall pay to Landlord any deficiency. If the Annual Statement shows an overpayment by Tenant, then any surplus paid by Tenant shall either be credited to Tenant's next monthly installments of Base Rent and Additional Rent, or if the Annual Statement relates to the end of the Term, Landlord shall refund the excess to Tenant together with the Annual Statement. The reconciliation obligations under this Section 8.6 shall survive the termination or expiration of this Lease.

8.7 Provided Tenant is not in default under this Lease beyond any applicable notice and cure period, Tenant (or its agent) shall have the right, during reasonable business hours and upon ten (10) days' prior notice to Landlord but not later than ninety (90) days following Landlord's delivery of the Annual Statement, to inspect all of Landlord's books and records with respect to the Operating Expenses. Landlord's books and records shall be kept in accordance with generally accepted accounting principles ("GAAP") consistently applied. Such records shall be open for inspection from time to time by Tenant or its duly authorized representative upon ten (10) days' notice. Within sixty (60) days after Landlord's records are made available to Tenant, Tenant shall provide Landlord written notice stating in reasonable detail any objection to Landlord's statements or invoices for the calendar year. If any audit of Landlord's submitted reports discloses an overcharge, Landlord shall pay to Tenant, within thirty (30) days after demand by Tenant, the amount of such overcharge, and if such audit discloses an overcharge of more than five percent (5%), Landlord shall reimburse Tenant its actual costs incurred in connection with Tenant's review or audit up to \$2,500.00. If any audit discloses an undercharge, Tenant shall pay to Landlord, within thirty (30) days after demand by Tenant, the amount of such undercharge. Tenant shall keep any information gained from the inspection of Landlord's records and books confidential and shall not disclose any information contained therein to any other party except as required by law. Tenant is solely responsible for all costs, expenses and fees incurred for the audit (except as otherwise expressly set forth herein). In no event shall Tenant retain an agent or party for its audit rights hereunder on a contingency basis or otherwise on a basis where such agent or party is paid based upon the success of such audit.

8.8 Operating Expenses and other charges due from Tenant to Landlord pursuant to this Lease shall be deemed to be "Additional Rent".

8.9 Notwithstanding anything to the contrary contained in this Lease, Operating Expenses shall not include: (a) costs of alterations or decorations of tenant spaces (including all tenant allowances for or improvements to such spaces); (b) costs of capital improvements, capital expenditures and structural repairs (including, without limitation, the cost to sprinkler the Premises, replace the roof, or replace the heating, ventilation, and air-conditioning systems), except for those capital improvements or expenditures incurred in connection with the Common Areas or the Project which are amortized on a straight-line basis over its useful life as reasonably determined by Landlord in accordance with sound real estate

management principles (and only the amortized amount thereof shall be included in Operating Expenses); (c) depreciation, interest and principal payments on mortgages, and other debt costs, if any; (d) real estate brokers' leasing commissions or compensation and marketing, advertising and promotional expenses; (e) costs or other services or work performed for the singular benefit of another tenant or occupant of the Building or the Project, the scope of which exceeds the costs or services furnished generally, without additional expense, to the tenants and other occupants (including Tenant) of the Building or the Project; (f) legal, space planning, construction, and other expenses incurred in procuring tenants for the Project (including, without limitation, such costs and expenses payable in connection with space located in other buildings previously occupied by such tenants and occupants) or incurred in renewing or amending leases with existing tenants or occupants of the Project; (g) any cost or expenditure for which Landlord actually receives reimbursement from insurance proceeds, condemnation proceeds or awards, from other tenants pursuant to such tenant's leases, or from any other source; (h) costs incurred in connection with the sale, financing, refinancing, mortgaging, or other change of ownership of the Project; (i) intentionally deleted; (j) rental under any ground or underlying leases; (k) penalties or fines incurred by Landlord due to Landlord's violation of federal, state or local law or regulation, and any interest or penalties due for late payment by Landlord of any of the Operating Expenses; (l) costs of repair necessitated by Landlord's negligence or willful misconduct; (m) fees paid to affiliates of Landlord or Landlord-related corporation or entity for goods or services to the extent such fees exceed what would be paid to nonaffiliated parties for such goods or services in an arms-length transaction; (n) cost to remove, remediate, encapsulate or otherwise dispose of any hazardous or toxic material from the Project (other than to the extent such was caused by, through or under Tenant); (o) Landlord's general overhead and administrative costs and expenses not directly related to the operation of the Building or the Project; (p) intentionally deleted; (q) political contributions; (r) wages and salaries of those Landlord employees above the level of building or general manager or whatever title represents the management representative primarily responsible for management of the Project; (s) all income taxes, excess profit taxes, capital stock, inheritance or estate taxes; and (t) managing agents' fees or commissions in excess of the rates that are customarily charged for building management for buildings of like class and character and except as otherwise permitted in this Lease. Tenant shall not be charged any other administrative or management fee other than the administrative and management fee that is included as part of Operating Expenses as provided above .

9. Landlord's Work. Landlord shall, at its sole cost and expense, complete all of the items of work set forth in Exhibit F ("Landlord's Work"), and otherwise in the condition set forth in Section 5 and in this Section 9. All Landlord's Work shall be done in a good and workmanlike manner and in compliance with all applicable Laws (as defined in Section 12), ordinances, building and safety codes, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction thereof and Section 3 hereof.

10. Tenant Improvements/Signage.

10.1 Tenant shall, at its sole cost and expense (subject to the Tenant Allowance) have the right to construct its tenant improvements to the Premises, which may include an Outdoor Playground in the location shown on the Site Plan contained in Exhibit B, adjacent to the Premises (the "Tenant Improvements"), subject to Landlord's prior written approval and in accordance with applicable law. Tenant shall contract for the installation of Tenant Improvements with a contractor of Tenant's choice, subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant shall mutually approve the plans and specifications of Tenant Improvements prior to the construction thereof. Tenant shall furnish to Landlord within thirty (30) days after the Effective Date of this Lease plans and specifications for Tenant Improvements, and a copy of the construction budget for the Tenant Improvements for Landlord's approval. In the event Landlord fails to respond to Tenant's request for approval of the plans and specifications of the Tenant Improvements within ten (10) days, Landlord shall be deemed to have withheld its approval. Any subsequent changes to the Tenant's plans and/or construction budget must be approved by Landlord. Landlord shall not charge Tenant any fee or other charges for the supervision and/or overhead associated with the construction of Tenant Improvements. Tenant shall not pay or be charged by Landlord for any construction management or plan review or related fee. All of the Tenant Improvements shall be performed expeditiously, in a good and workmanlike manner and in conformity with sound construction practices consistent with projects of similar scope and quality to the Project.

Tenant shall have the exclusive right to use the Outdoor Playground. Tenant shall, at its sole cost and expense, obtain all licenses, permits and approvals from all applicable governmental authorities (including any Health Department

Permits) required for Tenant's permitted use of the Outdoor Playground Area and shall comply with all laws, orders and regulations relating to the use of the Outdoor Playground Area. Tenant shall also comply with all rules and regulations for the Project with respect to Tenant's use of the Outdoor Playground Area. Tenant further acknowledges and agrees that the insurance and indemnification requirements of Tenant as set forth in this Lease shall also include the business operations of Tenant in the Outdoor Playground Area. Landlord shall have no obligation to maintain the Outdoor Playground Area or for the security and safety of the Outdoor Playground Area, all of which Tenant hereby assumes. However, in addition to all sums otherwise payable for CAM Charges pursuant to this Lease, if Landlord incurs extra costs and expenses to keep Tenant's Outdoor Playground area in a neat, clean, safe and sanitary condition, Tenant agrees to pay Landlord, as CAM Charges, all costs and expenses incurred by Landlord to maintain the Outdoor Playground Area in such condition.

10.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, LANDLORD HEREBY WAIVES ANY RIGHTS WHICH LANDLORD MAY HAVE, AS TO ANY OF TENANT'S FURNITURE, FIXTURES, EQUIPMENT, PERSONAL PROPERTY, IMPROVEMENTS AND ALTERATIONS, IN THE NATURE OF A LANDLORD'S LIEN, SECURITY INTEREST OR OTHERWISE AND FURTHER WAIVES THE RIGHT TO ENFORCE ANY SUCH LIEN OR SECURITY INTEREST.

10.3 Tenant shall have the right to erect, affix and display such signage as Tenant may consider necessary or desirable on the exterior and interior walls, doors and windows of the Premises (including directional and designated parking signage in parking areas) and a sign on the exterior of the Building, subject to Landlord's prior written approval and in accordance with applicable Laws. If a pylon or monument sign is provided at the Project, Tenant shall have the right to install a panel on such sign, provided Tenant incurs all costs related to such panel and subject to Landlord's prior written approval of such panel. All such signs shall comply with all applicable zoning Laws. Landlord's approval shall not be unreasonably withheld, conditioned or delayed. In the event Landlord fails to respond to Tenant's request for approval of Tenant's signage within ten (10) days, Landlord shall be deemed to have withheld given its approval.

10.4 Landlord shall provide Tenant with a Tenant Improvement allowance in the amount of Four hundred Twenty-Seven Thousand Seven Hundred and No/100 Dollars (\$427,700.00) based upon Fifty Dollars (\$50.00) per rentable square feet of the Premises (the "Tenant Allowance"). Such sum shall reimburse Tenant for the cost of permanent improvements which are part of the Tenant Improvements. The Tenant Allowance shall be paid to Tenant as follows:

(i) Initial Ninety Percent (90%) of the Tenant Allowance. The Tenant Allowance shall be paid to Tenant in monthly draws of up to ninety percent (90%) of the total Tenant Allowance. For the avoidance of doubt, any single draw request by Tenant can be for any amount up to ninety percent (90%) of the total Tenant Allowance. Provided Tenant is not in default under this Lease beyond any applicable notice and cure period, Landlord shall pay each draw request within ten (10) days of receipt of Tenant's request, which request will include (i) unconditional lien waivers from all contractors, subcontractors, artisans, suppliers, vendors, mechanics, materialmen, and all other parties engaged in the performance of Tenant's Improvements in a form reasonably satisfactory to Landlord and its mortgagee; (ii) an affidavit of Tenant's general contractor in a form reasonably satisfactory to Landlord and its mortgagee stating that all subcontractors, artisans, suppliers, vendors, mechanics, materialmen and other parties engaged in the performance of Tenant's Improvements have been paid in full or has provided a payment bond in lieu thereof; (iii) all invoices and documents reflecting labor costs, material costs and taxes incurred by Tenant and/or paid to Tenant's contractors, subcontractors or materialmen in connection with the Tenant's Improvements up to the time of the draw request, as well as proof of payment of same.

(ii) Remaining Ten Percent (10%) of the Tenant Allowance. The balance of the Tenant Allowance shall be paid within fifteen (15) days of Tenant's written notice to Landlord, which written notice shall include, in addition to those deliveries set forth above, Tenant's Certificate of Occupancy (or similar certificate), copies of all building permits, copies of all construction contracts related to the Tenant's Improvements, Tenant's architect's certification that the Tenant's Improvements have been fully completed, including any punch-list items on the appropriate AIA form or another form approved by Landlord, such approval not to be unreasonably withheld, delayed or conditioned, and an affidavit from Tenant that the Premises are open for business to the public stating the actual date of opening. Notwithstanding anything to the contrary contained herein, Landlord shall not make the final payment until thirty (30) days have elapsed from the

completion of Tenant's Improvements and no lien or claim has been filed against the Premises or the Project or notice thereof has been delivered to Landlord, as a result of Tenant's Improvements.

(iii) Retainage Right for Landlord. Notwithstanding the foregoing, in the event that Tenant fails to deliver to Landlord a lien waiver for any work or materials costing less than Twenty Thousand and No/100 Dollars (\$20,000.00) and provided that Tenant otherwise complies with the requirements of this Section 10.4, Landlord shall disburse the installment of the Tenant Allowance requested under the draw request, less a retainage of one hundred twenty percent (120%) of the amount owed for any such work or materials for which Tenant has not delivered a lien waiver. Upon Tenant providing Landlord with any outstanding lien waiver(s), Landlord shall disburse any withheld retainage within ten (10) days of Tenant's submittal of such lien waiver(s).

(iv) Form of Payment. All Tenant Allowance payments shall be paid to Tenant by ACH or wire transfer pursuant to instructions to be provided by Tenant with its draw request.

(v) Remedies for Nonpayment of Tenant Allowance. In the event Landlord fails to timely make any payment of the Tenant Allowance required hereunder, then following five (5) days of Tenant's second written notice to Landlord, Tenant shall be entitled to, provided no Tenant Default exists under this Lease, credit against Rent equal to the unpaid portion of the Tenant Allowance. Such second written notice from Tenant shall contain, in bold and capitalized letters: **SECOND NOTICE – FAILURE OF LANDLORD TO FURNISH THE PAYMENT OF TENANT ALLOWANCE AS DETAILED IN THIS NOTICE WITHIN FIVE (5) DAYS OF THIS SECOND NOTICE SHALL PERMIT TENANT TO EXERCISE TENANT'S RIGHTS TO RECEIVE A CREDIT AGAINST FUTURE RENT PAYMENTS PURSUANT TO SECTION 10.4 OF THE LEASE.**

11. Alterations. After the completion of the construction of the Tenant Improvements throughout the Term, Tenant shall have the right to make such interior non-structural alterations, additions and improvements to the Premises that are cosmetic in nature, do not affect any Building system, do not require permitting under applicable Laws, are not visible from the exterior of the Premises, and cost less than \$25,000.00 in the aggregate per annum ("Alterations") that it shall deem desirable for the operation of its business, without Landlord's consent, provided that any such Alterations shall not diminish the value of the Premises nor impair the structural integrity of the Premises or the Building. All Alterations shall be made in compliance with applicable governmental codes. Any other alterations shall require Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

12. Environmental/Hazardous Substances.

12.1 Tenant's Hazardous Substances Obligations. **TENANT SHALL NOT CAUSE OR PERMIT ANY HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS OR WASTE, INCLUDING, WITHOUT LIMITATION, MEDICAL WASTE AND ASBESTOS ("HAZARDOUS SUBSTANCES") TO BE USED, GENERATED, STORED OR DISPOSED OF IN, ON OR UNDER, OR TRANSPORTED TO OR FROM, THE PREMISES IN VIOLATION OF ANY APPLICABLE LOCAL, STATE, AND FEDERAL LAWS, ORDINANCES, STATUTES, RULES, REGULATIONS, EXECUTIVE ORDERS, JUDGMENTS, DECREES, CASE LAW, AND/OR OTHER DETERMINATIONS OF AN ARBITRATOR OR A COURT OR OTHER GOVERNMENTAL AUTHORITY, IN EACH CASE APPLICABLE TO OR BINDING UPON SUCH PERSON OR ANY OF ITS PROPERTY OR TO WHICH SUCH PERSON OR ANY OF ITS PROPERTY IS SUBJECT ("LAWS"), WHETHER NOW IN EXISTENCE OR HEREAFTER ADOPTED, RELATING TO HAZARDOUS SUBSTANCES OR OTHERWISE PERTAINING TO THE ENVIRONMENT ("ENVIRONMENTAL LAWS"). TENANT SHALL PERIODICALLY CAUSE TO BE REMOVED FROM THE PREMISES SUCH HAZARDOUS SUBSTANCES PLACED THEREON BY TENANT OR TENANT'S AGENTS, SERVANTS, EMPLOYEES OR INDEPENDENT CONTRACTORS IN ACCORDANCE WITH GOOD BUSINESS PRACTICES, SUCH REMOVAL TO BE PERFORMED BY PERSONS OR ENTITIES DULY QUALIFIED TO HANDLE AND DISPOSE OF HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LANDLORD ACKNOWLEDGES THAT THE FOLLOWING HAZARDOUS SUBSTANCES, AMONG OTHERS, ARE**

REQUIRED FOR TENANT'S BUSINESS OPERATIONS: BLEACH, CIDEX, HIBICLENS, METRICIDE, HYDROGEN PEROXIDE AND FORMALDEHYDE; PROVIDED, HOWEVER, THAT SUCH HAZARDOUS SUBSTANCES SHALL BE USED IN DE MINIMIS AMOUNTS AND IN ACCORDANCE WITH APPLICABLE LAW, INCLUDING ENVIRONMENTAL LAWS. UPON THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE, TENANT SHALL CAUSE ALL HAZARDOUS SUBSTANCES PLACED ON THE PREMISES BY TENANT TO BE REMOVED FROM THE PREMISES, AT TENANT'S COST AND EXPENSE AND DISPOSED OF IN STRICT ACCORDANCE WITH ENVIRONMENTAL LAWS. NOTWITHSTANDING ANYTHING ELSE PROVIDED FOR HEREIN, IN NO EVENT SHALL TENANT BE LIABLE FOR ANY HAZARDOUS SUBSTANCES FOUND AT THE PREMISES THAT EITHER PREDATE THE POSSESSION DATE OR WERE NOT BROUGHT ON TO THE PREMISES BY TENANT OR ITS AGENTS, SERVANTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS.

12.2 Tenant's Indemnification of Landlord. SUBJECT TO THE LIMITATION PROVIDED FOR IN SECTION 12.1, TENANT SHALL INDEMNIFY, DEFEND (BY COUNSEL REASONABLY ACCEPTABLE TO LANDLORD) AND HOLD LANDLORD HARMLESS, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, PENALTIES, FINES, JUDGMENT, FORFEITURES, LOSSES, COSTS (INCLUDING CLEAN-UP COSTS) OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES) FOR THE DEATH OF OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY WHATSOEVER, ARISING FROM OR CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE PRESENCE AFTER THE POSSESSION DATE IN, ON, UNDER OR ABOUT THE PREMISES OF ANY HAZARDOUS SUBSTANCES CAUSED BY TENANT OR ITS AGENTS, SERVANTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS; ANY DISCHARGE OR RELEASE BY TENANT OR ITS AGENTS, SERVANTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS AFTER THE POSSESSION DATE IN OR FROM THE PREMISES OF ANY HAZARDOUS SUBSTANCES; TENANT'S USE, STORAGE, TRANSPORTATION, GENERATION, DISPOSAL, RELEASE OR DISCHARGE AFTER THE POSSESSION DATE OF HAZARDOUS SUBSTANCES TO, IN, ON, UNDER, ABOUT OR FROM THE PREMISES; OR TENANT'S FAILURE TO COMPLY WITH ANY ENVIRONMENTAL LAW.

12.3 Landlord's Indemnification of Tenant. LANDLORD SHALL INDEMNIFY, DEFEND (BY COUNSEL REASONABLY ACCEPTABLE TO TENANT) AND HOLD TENANT HARMLESS, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, PENALTIES, FINES, JUDGMENT, FORFEITURES, LOSSES, COSTS (INCLUDING CLEAN-UP COSTS) OR EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES) FOR THE DEATH OF OR INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY WHATSOEVER, ARISING FROM OR CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY (I) THE PRESENCE ON OR PRIOR TO THE POSSESSION DATE IN, ON, UNDER, OR ABOUT THE PREMISES, BUILDING, OR THE PROJECT OF ANY HAZARDOUS SUBSTANCES; (II) ANY DISCHARGE OR RELEASE ON OR PRIOR TO THE POSSESSION DATE IN OR FROM THE PREMISES, BUILDING, OR SHOPPING CENTER OF ANY NOXIOUS OR HAZARDOUS SUBSTANCES; (III) THE USE, STORAGE, TRANSPORTATION, GENERATION, DISPOSAL, RELEASE OR DISCHARGE OF HAZARDOUS SUBSTANCES BY LANDLORD OR ITS AGENTS, SERVANTS, EMPLOYEES, OR INDEPENDENT CONTRACTORS TO, IN, ON, UNDER, ABOUT OR FROM THE PREMISES, BUILDING, OR THE PROJECT; OR (IV) LANDLORD'S FAILURE TO COMPLY WITH ANY ENVIRONMENTAL LAW.

12.4 Landlord's Hazardous Substances Obligations. LANDLORD AGREES TO REMEDIATE, AT LANDLORD'S SOLE COST AND EXPENSE, PROMPTLY (AND IN A COMMERCIALLY REASONABLE TIMEFRAME) UPON RECEIPT OF NOTICE FROM TENANT ANY CONDITION DESCRIBED IN SUBSECTIONS (I) THROUGH (IV) OF SECTION 12.3 ABOVE.

12.5 THE INDEMNITIES SET FORTH IN THIS SECTION 12 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LEASE.

12.6 Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge as of the Effective Date, there are no Hazardous Substances in, on, under or about the Premises, Building, or the Project, including without limitation asbestos, and Landlord has received no notice from any governmental or private entity relating to Hazardous Substances in, on, under or about the Premises, Building, or the Project.

12.7 Mold Testing. Prior to the Commencement Date, Landlord grants to Tenant the right, but Tenant shall not have any obligation related thereto or in connection with any results disclosed from such testing to conduct mold testing, at the Premises in order to determine if there is any harmful mold located thereon.

12.8 Each party shall promptly deliver to the other party copies of all notices made by a party to, or received by a party from, any state, county, municipal or other agency having authority to enforce any Environmental Law ("Enforcement Agency") or from the United States Occupational Safety and Health Administration concerning environmental matters or Hazardous Substances at the Premises, Building, or the Project.

13. Damage to Premises by Fire or Casualty.

13.1 In the event the Premises shall be damaged or destroyed during the Term, Landlord shall promptly proceed to repair, restore, replace, or rebuild the Premises (excluding restoration of any Tenant Improvements or Alterations which are the responsibility of Tenant hereunder) to substantially the same condition in which the same were immediately prior to such damage or destruction, and Landlord thereafter shall diligently prosecute said work to completion without delay or interruption. Notwithstanding the foregoing:

(a) if the damage to the Premises is so substantial that the repair, restoration or rehabilitation of such damage cannot reasonably be expected to be substantially completed within three hundred sixty-five (365) days from the date of such damage, then Landlord may elect to terminate this Lease, without penalty by giving written notice to the other Party within thirty (30) days of the date of such casualty; or

(b) if the damage to the Premises is so substantial that the estimated repair costs exceed \$100,000.00 and such damage has occurred within the final one hundred eighty (180) days of the then current Term and Tenant has not exercised its next available renewal option, if any, then Tenant may elect to terminate this Lease by giving written notice to Landlord within thirty (30) days of the date of such casualty.

13.2 In the event the Premises, or any part thereof, are destroyed or damaged to the extent the Premises cannot be occupied due to such casualty, there shall be an abatement of Rent due Landlord by Tenant for the period of time commencing on the date of such casualty and continuing until Landlord has completed the work required under Section 13.1 or until the Lease may be terminated as provided for above.

13.3 If such repairs and restoration are not substantially completed by Landlord within two hundred forty (240) days of such damage, Tenant shall have the option to terminate this Lease, without penalty by written notice to Landlord; provided, however, that if Landlord completes repairs of the Premises prior to Tenant's notice of termination, then Tenant shall lose its rights to terminate hereunder. In the event of any termination of this Lease, Rent shall be paid only to the date of such casualty.

13.4 Notwithstanding the foregoing provisions of this Section 13, Tenant shall be responsible for restoring the Alterations or Tenant Improvements. In the event that Landlord does not restore the Premises, Tenant shall retain all its insurance proceeds applicable to Alterations and Tenant Improvements constructed by Tenant at its expense.

14. Eminent Domain.

14.1 Landlord shall immediately notify Tenant of any notices (whether pending or threatened) regarding condemnation or eminent domain proceedings with respect to the Building or Common Areas. If by any lawful authority through condemnation or under the power of eminent domain: (i) the whole of the Premises shall be permanently taken; or (ii) less than the entire Premises shall be permanently taken, but the remainder of the Premises are not, in the reasonable judgment of Tenant, fit for Tenant to carry on the normal operation of Tenant's business therein, then in any such event, Landlord may terminate this Lease, without penalty, by written notice, effective as of the date of such taking, and Rent shall be prorated as of the date of such termination.

14.2 Unless this Lease is terminated as provided in Section 14.1, commencing on the date possession is acquired by a condemning authority, Base Rent and Additional Rent shall be reduced by the then applicable per rentable square foot Base Rent and Additional Rent multiplied by the number of rentable square feet taken, and Landlord shall promptly restore the Premises, Common Areas, and/or replace parking and access to the Premises, at Landlord's cost and expense, to a complete architectural unit (provided, however, in the event regulatory changes occurring on or after the Effective Date require changes to the Premises or the Building in order for Tenant to continue operating its business, then Landlord shall incorporate such changes into the repair and restoration of the Premises), in substantially the same condition that the same were in prior to such taking. During such restoration Base Rent and Additional Rent shall be abated to the extent the Premises are rendered not useable, and are in fact not used, for the Permitted Use.

14.3 All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant, except that nothing contained herein shall preclude Tenant from prosecuting any claim directly against the condemning authority in such eminent domain proceeding for its relocation costs, its unamortized leasehold improvements and trade fixtures, loss of business and other damages recoverable under applicable Laws.

15. Right of Entry by Landlord. Subject to Landlord's obligations under Section 34, Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable business hours and upon at least twenty-four (24) hours prior notice (except in cases of Emergency) to perform its obligations under this Lease, examine the Premises or, in the six (6) month period immediately preceding the Expiration Date, to exhibit the Premises to potential tenants. A situation that poses a threat of imminent bodily harm or property damage shall constitute an "Emergency". An Emergency shall include, without limitation, a cessation of the HVAC System, Electrical or Plumbing Systems, failure of the Roof, or a casualty. If Landlord makes an entry into the Premises when no authorized representative of Tenant is present, Landlord shall provide notice to Tenant as soon as reasonably possible after such entry and shall take all reasonable steps to secure the Premises until a representative of Tenant arrives at the Premises. Landlord shall use commercially reasonable efforts to perform any work done by Landlord to Premises or in the Project to the extent that it affects building systems serving the Premises during hours that Tenant is not treating patients (except in emergencies) unless Tenant, in the exercise of its reasonable discretion, otherwise agrees. Any repairs to the Premises which is necessitated by or results from Landlord's entry shall be performed by Landlord at its expense. Landlord shall be liable for all loss, damage or injury to persons or property and shall indemnify and hold Tenant harmless from all claims, losses, costs, expenses and liability, including reasonable attorney's fees resulting from Landlord's entry except to the extent caused by the negligent or intentional act of Tenant or its agents, servants, employees, or independent contractors. In the exercise of Landlord's rights pursuant to this Section, Landlord shall make all reasonable efforts to minimize interference with Tenant's operations.

16. Indemnity. TENANT AGREES TO INDEMNIFY LANDLORD AND SAVE LANDLORD HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS AND LOSS FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR BOTH, SUSTAINED OR CLAIMED TO HAVE BEEN SUSTAINED BY ANY PERSON OR PERSONS, OR PROPERTY (I) IN, UPON OR ABOUT THE PREMISES, OR (II) IN, UPON OR ABOUT THE PREMISES, COMMON AREAS, BUILDING, OR THE PROJECT CAUSED OR BROUGHT ABOUT BY THE ACT OR NEGLECT OF TENANT OR ITS AGENTS, SERVANTS OR EMPLOYEES. EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF TENANT OR ITS AGENTS, SERVANTS OR EMPLOYEES, LANDLORD AGREES TO INDEMNIFY TENANT AND SAVE TENANT HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS AND LOSS FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR BOTH, SUSTAINED OR CLAIMED TO HAVE BEEN SUSTAINED BY ANY PERSON OR PERSONS, OR PROPERTY IN, UPON OR ABOUT THE PREMISES, COMMON AREAS, BUILDING, OR THE PROJECT CAUSED OR BROUGHT ABOUT BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR ITS AGENTS, SERVANTS OR EMPLOYEES.

17. Default and Remedies.

17.1 Tenant Default. The following shall constitute a “Tenant Default” under this Lease: (i) In the event that Tenant defaults in the payment of Base Rent or Additional Rent hereunder and such Base Rent or Additional Rent remains due and unpaid for five (5) days following written notice of such default from Landlord to Tenant, provided that Landlord shall not be required to provide written notice after the second such failure within a twelve (12) month period; or (ii) Tenant defaults in the performance of any other provisions of this Lease and such default is not cured within thirty (30) days following written notice from Landlord specifying such default (unless such default is not reasonably capable of being cured within such thirty (30) day period, in which event Tenant shall have such reasonable time as is necessary to cure provided Tenant commence such cure within sure 30-day period and thereafter diligently prosecutes the same to completion [but in no event to exceed ninety (90) days in the aggregate]); or (iii) a petition in bankruptcy is filed by or against Tenant and is not dismissed, withdrawn or stayed within ninety (90) days; or (iv) Tenant makes an assignment for the benefit of its creditors, or a receiver is appointed for Tenant and such receiver is not dismissed within sixty (60) days of its appointment.

17.2 Landlord Remedies. If a Tenant Default occurs, then at any time thereafter, with or without any further notice or demand, Landlord may exercise any and all rights and remedies available to Landlord under this Lease, at law or in equity including, without limitation, termination of this Lease or termination of Tenant’s right to possession of the Premises without terminating this Lease. In the event of a Tenant Default, Landlord may, without additional notice and without court proceedings, change the locks and repossess the Premises and remove all persons and property therefrom and Tenant hereby agrees to surrender possession of the Premises and waives any claim arising by reason thereof or by reason of the issuance of any distress warrant or writ of sequestration. If Landlord elects to terminate this Lease or terminate Tenant’s possession of the Premises, Landlord may treat the Tenant Default as an entire breach of this Lease and Tenant shall, to the fullest extent permitted by law, immediately become liable to Landlord for damages equal to the total of: (i) the cost and expense of recovering, re-letting (including, without limitation, the cost and expense of lease commissions attributable to the unexpired portion of the term of this Lease), and remodeling the Premises; (ii) all unpaid Rent and other amounts earned or due through such termination; plus (iii) the total, if and only if positive, of Rent and other amounts to be paid by Tenant hereunder for the remainder of the Term of this Lease less the estimated rent collectible from the Premises (with appropriate allowances made for time necessary for re-letting) for the remainder of the full term of this Lease, which amount(s) hereunder shall be discounted to present value at the prime rate of interest published in the Wall Street Journal at the time of Tenant Default or, if such rate is no longer published, such comparable nationally recognized rate as may be selected by Landlord in its good faith discretion. If Landlord elects to terminate Tenant’s right to possession of the Premises without terminating this Lease, Landlord may re-let the Premises or any part thereof for the account of Tenant to any person or persons upon such rent and for such terms and conditions as Landlord deems appropriate, and Tenant shall be liable to Landlord for the amount, if any, by which the Rent to be paid by Tenant hereunder for the unexpired balance of the Term exceeds the amount received by Landlord from such re-letting, such net amount to be reduced by the cost and expense of repossession, re-letting, remodeling, and other costs and expenses, including, but not limited to, attorney’s fees, costs and expenses, incurred by Landlord. Such sum or sums shall, at Landlord’s option, be paid by Tenant in monthly installments on the first (1st) day of each month of the Term remaining. In no case shall Landlord be liable for failure to re-let the Premises (it being agreed that Landlord shall be free to lease any other space of Landlord in preference to re-letting the Premises), or to collect the rent due under such re-letting, and in no event shall Tenant be entitled to any excess rents received by Landlord. Landlord shall use commercially reasonable efforts to mitigate its damages as otherwise provided for hereunder. All rights and remedies of Landlord shall be cumulative and not exclusive, and such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

17.3 Landlord Default and Tenant Remedies. Should Landlord fail to perform any term or covenant under this Lease and such failure is not cured and continues for thirty (30) days following written notice by Tenant to Landlord of such failure (unless such default is not reasonably capable of being cured within such expressed period and Landlord is diligently prosecuting such cure to completion), then Tenant shall have the option, as its sole and exclusive remedies, to: (i) bring an action against Landlord to collect the actual (but not any punitive or consequential) damages suffered by Tenant as a result of such default; (ii) bring an action for injunctive relief and a declaratory judgment; and (iii) bring an action to seek specific performance, or (iv) exercise its self-help rights pursuant to Section 20.1 of the Lease, which all remedies shall be construed to be cumulative and non-exclusive.

Notwithstanding the foregoing, any offset right(s) provided to Tenant under this Lease, shall be in addition to or in lieu of (in Tenant's sole discretion) any remedy provided for in this Section 17.3.

18. Insurance.

18.1 Landlord's Insurance. During the Term, Landlord shall procure and maintain in full force and effect with respect to the Building, Common Areas, and the Project commercially reasonable policies of insurance, including, without limitation, property insurance and liability insurance, in form and in amounts comparable to reasonably prudent landlords of shopping centers substantially similar to the Project.

18.2 Tenant's Insurance. Tenant shall obtain and keep in force (i) with respect to the Premises and Tenant's use thereof commercial general liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for both bodily injury and property damage; (ii) "Special Causes of Loss" or similar "All Risk" form of property insurance including flood and windstorm coverage on all of Tenant's alterations, additions, improvements, fixtures, furnishings, inventory, equipment, signs, and personal property located at the Premises in amounts not less than the "full insurable value" thereof; and (iii) at all times during which construction work is being performed by or on behalf of Tenant at the Premises, Tenant shall cause its general contractor to maintain "Builder's Risk" insurance, covering the full replacement value of all such work being performed, naming Landlord and Tenant as insureds as their respective interests may appear, and providing that Landlord is a loss payee (and provided Tenant shall, upon Landlord's request, provide reasonable documentation evidencing Tenant's general contractor satisfies the requirement set forth in this Section 18. Tenant's insurance shall be written by companies of recognized financial standing which are well rated by national rating organizations, are legally qualified to issue such policies of insurance in the State where the Project is located and shall name as the insured parties: (i) Landlord and Landlord's property manager as loss payee under all loss of rental expense insurance policies; (ii) any mortgagee of Landlord holding a lien or security interest against the Project or this Lease under standard mortgagee's endorsements; and (iii) Tenant as its interest may appear. Tenant shall promptly deliver to Landlord original or duplicate policies or certificates of insurance satisfactory to Landlord evidencing all the insurance which is required to be maintained by Tenant, and Tenant shall, within ten (10) days prior to the expiration of any such insurance, deliver other original or duplicate policies or certificates of insurance evidencing the renewal of such insurance.

19. Subrogation. Each of the parties hereto hereby releases the other and the other's partners, agents and employees, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the other party even if such loss or damage shall be brought about by the fault or negligence of the other party or its partners, agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. Landlord and Tenant, on behalf of their respective insurance company or companies insuring the Premises and the Project and any property located thereon, hereby waive any right of subrogation that they may have one against the other, and agree to cause their respective insurance policies to be endorsed so as to give full effect to the foregoing waivers.

20. Repairs and Maintenance.

20.1 Landlord's Maintenance Responsibilities.

(a) At all times during the Term, Landlord shall timely clean, maintain, repair, light, operate and insure the Project, including the Common Areas in good condition and repair and will keep the Common Areas clean and free from rubbish. Such costs shall be considered CAM Charges in accordance with Section 8, unless such repairs are excluded from the definition of Operating Expenses in Section 8.9.

(b) At Landlord's sole cost and expense, Landlord will maintain, repair and replace, as necessary, (a) all structural elements of the Premises and the Common Areas (including, without limitation, the roof, roof-membrane, roof covering, load-bearing walls, exterior walls, foundation, concrete slab, and footings), (b) all mechanical systems of the building (including, without limitation the electrical, plumbing, heating, ventilating and air-conditioning systems in the building), except with respect to a mechanical system that exclusively service the Premises, in which case Landlord shall only be responsible for the plumbing lines up to (and from) the point of connection with the Premises, and except that Tenant shall be responsible for maintaining and repairing (but not replacing) the HVAC that exclusively services the Premises to the extent required below in Section 20.2, (c) the Common

Areas of the building and the Project, and (d) all non-structural elements (including, without limitation, ceiling tiles, light fixtures, drywall and carpet) of the Premises that are damaged as a result of any structural defect (including, without limitation, roof leaks) of the Premises or building. Landlord will make repairs otherwise required to be performed by Landlord by this Section 20.1 if such repair is necessitated by the negligence of Tenant or Tenant's employees, agents or contractors, and Tenant shall reimburse to Landlord the cost and expense of such repair within ten (10) days of Landlord's written notice therefor, unless the waivers of Section 19 apply. For clarification sake, Landlord shall also be responsible, at Landlord's sole cost and expense, for remediating any condition directly affecting the Premises that directly results solely from Landlord's failure to perform all of its obligations under this Section 20.1(b).

(c) Landlord warrants to Tenant that the existing HVAC (RTU's) are in good working order as of the Possession Date and has provided Tenant with a Start Up and Full Inspection report by a 3rd party firm. Such report includes a description for the make, model, size and age of any existing RTU's. Subject to Tenant's obligations to repair and maintain the heating, ventilation and cooling system serving the Premises ("HVAC System") as set forth in Section 20.2, Landlord shall be responsible for any maintenance and repair in excess of the HVAC Cap (defined below) and shall make any replacements to the HVAC System at the end of its useful life at Landlord's sole cost and expense (but excluding any repairs caused by Tenant's or its agents' negligence); *provided, however,* that: (i) Landlord receives prior written notice specifying the nature of such required repair; (ii) Landlord's HVAC contractor determines such repair is necessary; (iii) Tenant is not in default under this Lease and has maintained an air conditioning maintenance contract as provided in Section 20.2.

Landlord shall use commercially reasonable efforts schedule such work so as to minimize the length and scope of disruptions in the operation of the Building and/or Common Areas.

(c) **Self-help Rights.** In the event that the Premises should become in need of repairs required to be made by the Landlord hereunder, Tenant shall give prompt written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after receipt by Landlord of such written notice (provided that such timeframe shall not exceed thirty (30) days after Landlord's receipt of written notice from Tenant of the need for such repair unless the repair cannot reasonably be completed within thirty (30) days so long as Landlord commences such repair during such thirty (30) day period and thereafter diligently pursues the repair to completion). Without limiting the generality of any other provisions of this Lease, Tenant shall have the right to make repairs in the event of Landlord's breach or failure to make repairs required of Landlord under this Lease if Landlord fails to make such repairs in the timeframe required under this Lease and such failure by Landlord to make such repairs continues for five (5) days after the date Tenant sends a second written notice to Landlord. Such second written notice from Tenant shall contain, in bold and capitalized letters: **SECOND NOTICE – FAILURE OF LANDLORD TO PERFORM REPAIRS REQUIRED BY LANDLORD AS DETAILED IN THIS NOTICE WITHIN FIVE (5) DAYS OF THIS SECOND NOTICE SHALL PERMIT TENANT TO EXERCISE SELF-HELP RIGHTS PURSUANT TO SECTION 20.1 OF THE LEASE.** Tenant's remedies for any Landlord breach or failure described herein shall include, at Tenant's option, in addition to any and all other rights and remedies of Tenant under this Lease, the right to make any payment or perform any obligation of Landlord which underlies Landlord's default or breach for and on behalf of the account of Landlord. Landlord shall reimburse to Tenant the actual cost of repair within thirty (30) days of Landlord's receipt of an invoice therefor. In the event Tenant exercises its Self- Help Rights in accordance with this Lease, Tenant shall have the right to be reimbursed by Landlord for all of Tenant's reasonable cost and expense in pursuing the same. Such reimbursement shall be due and payable by Landlord within ten (10) days receipt of a written invoice delivered by Tenant. In the event Landlord fails to pay and reimburse all amounts due to Tenant, then Tenant shall be entitled to additionally charge and collect from the Landlord interest on for all amounts owed to Tenant hereunder and said interest shall accrue at a rate equal to the lesser of: (i) eighteen percent interest (18%) or (ii) the maximum interest rate allowed under law ("Default Interest"). All Default Interest due and payable is in addition to the amount stated in Tenant's invoice.

20.2 Tenant's Maintenance Responsibilities.

(a) At Tenant's sole cost and expense, Tenant will maintain, repair and replace the interior of the Premises (except as set forth in Section 20.1), the windows, doors and plate glass of the Premises, all plumbing, wiring and other utility facilities serving the Premises from and after their points of connection with the meter for such

utilities serving the Premises and, except as set forth in Section 20.1, as necessary to keep the same in good order, condition and repair, ordinary wear and tear and damage by casualty excepted. Landlord, and not Tenant, will make repairs otherwise required to be performed by Tenant by this Section 20.2 if such repair is covered by any construction or product warranty of Landlord or is necessitated by the negligence of Landlord or Landlord's employees, agents or contractors, unless the waiver provisions of Section 19 apply.

(b) Tenant shall maintain and keep in good repair the HVAC System throughout the Term, provided, however, that Tenant's liability to repair and maintain the HVAC unit shall not exceed, in the aggregate, Three Thousand and No/100 Dollars (\$3,000.00) per year (the "HVAC Cap"). Tenant shall, at Tenant's sole expense, contract with a qualified service company acceptable to Landlord for the monthly or other periodic maintenance of the HVAC System as prescribed from time to time by Landlord. Tenant shall furnish a copy of the maintenance service contract or agreement to Landlord.

(c) If any repairs required to be made by Tenant hereunder are not made within ten (10) business days after written notice delivered to Tenant by Landlord, Landlord may at its option make such repairs without liability to Tenant for any loss or damage which may result to its inventory or other property or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as additional Rent hereunder, the cost of such repairs plus interest at the rate of twelve percent (12%) per annum, such interest to accrue continuously from the date of payment by Landlord until repayment by Tenant.

21. Brokers. Landlord and Tenant each represent to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Swearingen Realty Group LLC, representing Tenant (the "Tenant's Broker"), and Weitzman Realty (the "Landlord's Broker"), representing Landlord. Landlord shall pay Tenant's Broker and Landlord's Broker a brokerage commission pursuant to a separate agreement.

22. Title and Parking.

22.1 Landlord hereby represents and warrants to Tenant that Landlord is the owner in fee simple of the Premises, including the Project, and all improvements thereon and has the right and authority to enter into this Lease. Landlord further represents and warrants that Landlord and those signatories executing this Lease on behalf of Landlord have full power and authority to execute this Lease.

22.2 Landlord covenants that the aggregate area provided for the parking of automobiles upon the Project and intended for common use shall, during the Term, be in the amount as may be required by local code (including handicapped parking spaces). In connection with the forgoing, Tenant, its employees and invitees, shall have the right to use at least fifty (50) non-exclusive parking spaces, at no cost to Tenant during the Term of this Lease. Landlord shall provide eight (8) designated/reserved parking spaces in the locations shown on Exhibit B for Tenant's exclusive use during Tenant's business hours and at no additional cost. Landlord shall not make any modification that serves to materially and adversely diminish the Premises' visibility or materially and adversely impairs or denies access to/from the Premises, without Tenant's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. All parking spaces directly in front of the Premises shall have concrete parking bumpers. Landlord represents that to its actual knowledge as of the Effective Date, the parking lot is in compliance with applicable code and ADA. Tenant's use of the dedicated and non-exclusive parking spaces will be at no additional rental charge or expense to Tenant. Landlord shall use commercially reasonable efforts to ensure that all parking areas are well lit for the safety of Tenant's employees.

22.3 Notwithstanding anything to the contrary contained in this Lease, Landlord shall have no right to relocate Tenant from any portion of the Premises at any time during the Term of the Lease, as the same may be extended.

23. Compliance with Laws.

23.1 Both parties shall comply with all applicable Laws throughout the Term.

23.2 If at any time or from time to time any alterations, including, without limitation, structural alterations, are required in order for the Premises, the Project, or the Common Areas to comply with any generally applicable Laws from time to time applicable to the Premises, Landlord shall promptly make such alterations at its sole cost and expense.

If at any time any alterations, including, without limitation, structural alterations, are required in order for the Premises, Project or the Common Areas to comply with any Laws solely due to Tenant's specific use of the Premises or as a result of alterations to the Premises performed by, or on behalf of, Tenant, Tenant shall promptly make such alterations, at its sole cost and expense.

24. Right of First Refusal on Contiguous Premises. Subject to the terms set forth herein, provided Tenant is not in default under this Lease beyond any applicable notice and cure period and subject to the existing rights of any other tenant in the Project, Tenant shall have an ongoing right of first refusal to enter into a lease with Landlord on any rentable space in the Building contiguous to the Premises (the "ROFR Space"). If at any point a "bona fide" third party provides an offer to lease all or any portion of the ROFR Space to Landlord, Landlord shall give Tenant written notice of the bona fide third party's offer and Tenant shall have the opportunity to lease the space on the same terms and conditions contained in such offer. A failure by Tenant to respond to Landlord's notice of a bona fide third party's accepted offer within fifteen (15) business days of Tenant's receipt shall be deemed to be a rejection of the option to lease the adjacent space. If Tenant timely exercises this right of first refusal, then Landlord and Tenant shall execute and deliver an amendment to the Lease confirming the same in a form reasonably satisfactory to both parties. Tenant shall be required to lease the ROFR Space for the same length of time as set forth in the offer (and Tenant shall also be required to extend this Lease for the current Premises to match the length of time set forth in the offer). In the event that Landlord and Tenant fail to complete an amendment within fifteen (15) business days after Tenant's response, Tenant shall have been deemed to have elected not to exercise this right of first refusal and Landlord shall be free to proceed with the offer.

25. Encumbrances

- (a) Landlord shall deliver to Tenant within thirty (30) days of the Effective Date a recordable subordination, non-disturbance and attornment agreement in the form of **Exhibit D** (an "SNDA"), duly executed by Landlord and each holder of a mortgage, deed of trust, fee owner under a ground lease, or other similar security interest encumbering the Project (an "Encumbrance") existing on or before the Effective Date. Any SNDA delivered pursuant to this Section 25(a) shall be in the form of **Exhibit D** and be upon the express condition that the validity of this Lease shall be recognized by the mortgagee and that, notwithstanding any default by the mortgagor with respect to said mortgage or any foreclosure thereof, Tenant's possession and right of use under this Lease in and to the Premises shall not be disturbed by the holder of an Encumbrance unless and until Tenant shall breach any of the provisions hereof and this Lease beyond any notice and cure provision, or Tenant's right to possession hereunder shall have been terminated in accordance with the provisions of this Lease.

(b) This Lease shall become subject and subordinate to all future Encumbrances, and upon any future Encumbrance, Landlord shall deliver to Tenant an SNDA, in recordable form, substantially in the form attached as **Exhibit D** hereto, or in such other form reasonably acceptable to Tenant and the Encumbrance holder duly executed by Landlord and each Encumbrance holder. Landlord and Tenant agree that, among other provisions that shall be reasonable for Tenant to require, it shall be deemed reasonable for Tenant to require that the SNDA be upon the express condition that the validity of this Lease shall be recognized by the mortgagee and that, notwithstanding any default by the mortgagor with respect to said mortgage or any foreclosure thereof, Tenant's possession and right of use under this Lease in and to the Premises shall not be disturbed by such mortgagee unless and until Tenant shall breach any of the provisions hereof and this Lease beyond any applicable notice and cure periods or Tenant's right to possession hereunder shall have been terminated in accordance with the provisions of this Lease.

(c) Landlord warrants and represents to Tenant that as of the Effective Date and to the best of its knowledge: (i) there exists no default by Landlord under or in connection with any Encumbrance; and (ii) Landlord has no knowledge of any fact or circumstance that could give rise to a default under or in connection with any Encumbrance. Further, so long as the Tenant Allowance remains to be paid by Landlord to Tenant, but not otherwise, Landlord covenants to Tenant that in the event Landlord receives a notice of default from the holder of an Encumbrance, then Landlord shall within five (5) days receipt of the same then forward a copy of said notice to the Tenant. For clarification, once the Tenant Allowance has been fully paid to Tenant by Landlord then the above covenant by Landlord shall no longer be in effect and Landlord shall have no duty to provide Tenant with any notice under this subsection (c).

26. **Quiet Enjoyment.** So long as no default under this Lease beyond any applicable notice and cure period by Tenant exists, Tenant shall, upon payment of the Base Rent and Additional Rent, quietly have and enjoy the Premises during the Term. Landlord agrees that Tenant shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the Premises during the Term, so long as no default under this Lease beyond any applicable notice and cure period by Tenant exists.

27. **Intentionally Deleted.**

28. **Notices.** All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be either sent by registered or certified mail, return receipt requested, postage prepaid or delivered, by hand, sent by overnight courier such as Federal Express, or sent by email with "read receipt". All notices to Landlord should be addressed to Landlord at the address set forth in the **DATA SHEET**, attached to this Lease and incorporated herein for reference in or at such other place as Landlord may from time to time designate in written notice to Tenant. All notices to Tenant shall be addressed to Tenant at the addresses set forth in the **DATA SHEET** attached to this Lease or to any such other place as Tenant may from time to time designate in written notice to Landlord, provided that Landlord or any successor to Landlord's interests hereunder shall be required to provide Tenant with not fewer than thirty (30) days' prior written notice of any change in the address for payment of rent set forth in the **DATA SHEET**. Any written notice by either Landlord or Tenant to the other party may be transmitted by electronic transmission, and that the electronic copies of such party's signature shall have the same effect as if it were an original signature, provided that Landlord or Tenant shall execute and deliver to the other party an original copy of the notice via one of the methods provided in this Section.

29. **Estoppel Certificate.** Tenant agrees at any time and from time to time upon not less than fifteen (15) days' prior

written request by Landlord to execute, acknowledge and deliver to Landlord an estoppel certificate, **including as a redlined version**, in the form attached as **Exhibit E** via electronic signature only. The executing party shall be permitted to indicate in the certificate any exceptions to the statements contained therein that may exist at the time such party executes the certificate.

30. Landlord's Sale of the Project. Subject to the limitations provided for below, upon Landlord's transfer of interest in the Project and the Premises (the "Sale"), Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale, and Tenant shall look solely to Landlord's successor in connection with the same.

31. Tenant's Wi-Fi and Cable. Landlord acknowledges Tenant's need for Wi-Fi access at its Outdoor Playground in order to administer therapeutic services. Tenant shall have the right to install a Wi-Fi extender on the exterior of the Premises and/or Building and to run any necessary cabling from or through the interior of the Premises and/or Building to the Wi-Fi extender. Subject to Landlord's prior written approval, Tenant shall also have the right to (i) run appropriate and necessary electrical cabling within the Premises and/or Building in connection with all telecommunication and internet activities related to Tenant's Permitted Use; and (ii) run appropriate electrical cabling to connect its electrical generator and associated transfer switch. Landlord shall reasonably cooperate with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services. Landlord shall use commercially reasonable efforts to ensure that any subsequent rooftop user does not impair Tenant's data transmission and reception and shall cooperate with Tenant in eliminating any interference caused by any other party using the roof.

32. Regulatory Compliance. Landlord represents and warrants to Tenant that Landlord is not a "referring physician" or a "referral source" as to Tenant for services paid for by Medicare or other federal or state health care programs, as the terms are defined under any federal or state health care anti-referral or anti-kickback regulation, interpretation or opinion ("Referral Source"). Landlord further represents that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended or otherwise ineligible to participate in Federal procurement or non-procurement programs; and (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a) (each of (i), (ii) and (iii), an "Exclusion").

32.1 Lease Unrelated to Referrals. It is not the purpose of this Lease to exert any influence over the reason or judgment of any party with respect to the referral of patients or other business between Landlord and Tenant. Rather, any referrals made between the parties will be based solely upon the medical judgment and discretion of the patient's physician or other healthcare professional. Landlord and Tenant further agree and acknowledge that Base Rent is (i) set forth in advance; (ii) consistent with fair market value in an arms-length transaction; (iii) does not take into account the volume or value of any referrals or other business generated between the parties; and (iv) would be reasonable even if no referrals were made between the parties.

32.2 Compliance with Law. The parties intend to conduct their relationship under this Lease in full compliance with applicable laws, including the Anti-Kickback Statute, and agree and certify that neither party will violate the Anti-Kickback Statute in performing under this Lease. Notwithstanding any unanticipated effect of any provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that violates any such law. Landlord and Tenant further agree that, notwithstanding anything else in the Lease to the contrary, any renewals or extensions of this Lease shall be within fair market value.

33. Protected Health Information. Landlord acknowledges and agrees that from time to time during the Term, Landlord and/or its employees, representatives or assigns may be exposed to, or have access to, Protected Health Information ("PHI"), as defined by HIPAA, 45 CFR Parts 160 and 164. Landlord agrees that it will not use or disclose, and Landlord shall cause its employees, or assigns not to use or disclose, PHI for any purpose unless required by a court of competent jurisdiction or by any governmental authority in accordance with the requirements of HIPAA and all other applicable medical privacy Laws. Landlord further agrees that, notwithstanding the rights granted to Landlord pursuant

to this Lease, including without limitation Section 15, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter areas of the Premises designated by Tenant as location where patient medical records are kept or stored or where such entry is prohibited by applicable state or federal health care privacy Laws.

34. **Confidentiality.** Landlord shall preserve, and cause any of its employees and representatives to preserve, any "Confidential Information" of or pertaining to Tenant and shall not, without first obtaining Tenant's prior written consent, disclose to any person or organization, or use for its own benefit, any Confidential Information of or pertaining to Tenant during and after the Term (except to Landlord's officers, employees or agents on a "need to know" basis), unless such Confidential Information is required to be disclosed by a court of competent jurisdiction or by any governmental authority. As used herein, the term "Confidential Information" shall mean any business, financial, personal or technical information relating to the business or other activities of Tenant that Landlord obtains in connection with the Lease. The confidentiality provisions of this Lease shall survive expiration or earlier termination of this Lease. Additionally, Landlord and Tenant each agree not to disclose Lease terms or make any public announcements concerning the Lease without the prior written consent of the other party. In the event of a breach of this Section 34, the parties acknowledge and agree that monetary damages may be inadequate and that a party disclosing such Confidential Information (a "Disclosing Party") will be irreparably damaged and will not have an adequate remedy at law. Any such Disclosing Party shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to seek injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Section 34, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

35. **Landlord's Consent.** Unless otherwise expressly stated herein, whenever Landlord's consent or approval is required under this Lease, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and Landlord's reasonable satisfaction shall be sufficient for any matters under this Lease.

36. **Surrender of Premises.** At the expiration or earlier termination of the Term, Tenant shall surrender the Premises to Landlord in broom clean condition and in substantially the same condition as existed upon the completion of the Tenant Improvements with all Fixtures (as defined below) removed, free of debris and rubbish, excepting damage caused by reasonable wear and tear, fire, acts of God, Landlord, condemnation, and/or other casualty or the elements. The Tenant Improvements and all alterations which may be made by Tenant shall be the property of Landlord, provided Landlord may require Tenant to remove from the Premises all such tenant improvements at the expiration of the Term. Any and all furniture, removable trade fixtures, equipment and personal property ("Fixtures") installed or located on or in the Premises shall remain the property of Tenant and Tenant may remove the same from the Premises at any time during the Term, provided that Tenant repair any and all damage caused by the removal of the foregoing. Any Fixtures which Tenant fails to remove at or prior to the expiration or earlier termination of the Term shall be surrendered with the Premises at the termination of this Lease.

37. **Holding Over.** In the event Tenant remains in possession of the Premises after the expiration of the Term, or any extensions hereof without the written consent of Landlord, then Tenant shall be a tenant at will, terminable at any time, and shall be liable for 150% of the Base Rent then in effect at the expiration or sooner termination of this Lease.

38. **Binding Effect.** All covenants, agreements, stipulations, provisions, conditions and obligations set forth herein shall extend to, bind and inure to the benefit of, as the case may require, the successors and assigns of Landlord and Tenant respectively, as fully as if any such successor or assign was referenced to wherever reference to Landlord or Tenant, as the case may be, occurs in this Lease.

39. **Severability.** If any term, covenant or condition 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, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

40. **Applicable Law.** The Laws of the State where the Premises are located shall govern the validity, performance and enforcement of this Lease, without regard to such State's conflict-of-law principles.

41. **Force Majeure.** Whenever a day is appointed herein on which, or a period of time is appointed within which, either party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is interfered with, the doing or completion of such act, matter or thing because of strikes, embargoes, unavailability of materials, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or pandemics. This paragraph shall not apply to the inability to pay any sum of money due hereunder or the failure to perform any other obligation due to the lack of money or inability to raise capital or borrow for any purpose.

42. **Complete Agreement.** Any stipulations, representations, promises or agreements, oral or written, made prior to or contemporaneously with this Lease shall have no legal consequences and the only agreement made and binding upon the parties with respect to the leasing of the Premises is this Lease, as the complete and total integration of the intent and understanding of Landlord and Tenant. No amendment or modification of this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto.

43. **Counterparts.** This Lease may be executed by electronic signature or in any number of counterparts via electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Security Deposit and Prepaid Rent.** Tenant shall pay Landlord within three (3) business days of the Effective Date, the amount of the "Security Deposit" and "Prepaid Rent" set forth on the **DATA SHEET** (collectively referred to herein sometimes as the "Deposits"). The Security Deposit is to be held as collateral security for the payment of any amounts payable by Tenant under this Lease, and for the faithful performance of all other covenants, agreements and obligations of Tenant hereunder. The Prepaid Rent is to be applied to the first full installment(s) of Rent due, following any period of abatement. Landlord shall hold the Deposits in compliance with all applicable law. If there is an Event of Default by Tenant under the provisions of this Lease which Tenant does not dispute in good faith, Landlord may, at its option, apply any sums it has received for the Security Deposit pursuant to this Section 44, against any amounts due from Tenant, and Tenant shall be obligated to deposit with Landlord, within five (5) days after Landlord's request, the amount necessary to restore the Security Deposit to the amount specified for the Security Deposit on the **DATA SHEET**. Provided Tenant is not in default under this Lease, the Security Deposit shall be returned to Tenant within thirty (30) days after the later of (i) the Expiration Date or (ii) the date Tenant vacates and surrenders possession of the Premises.

44.2 **Prepaid Rent.** The Prepaid Rent is to be applied to the first full installment(s) of Rent due, following any period of abatement.

43. **Compliance with Sanctions Laws/OFAC.** Neither the Landlord nor any of its Subsidiaries nor any of their respective directors, officers or employees nor, to the knowledge of the Landlord, any agent or other Person acting on behalf of the Landlord or any of its Subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department. The Landlord will not directly or indirectly use any rent payments, lend, contribute or otherwise make available such rent proceeds to any Subsidiary, joint venture partner or other person, for the purpose of financing the activities of any person that, to the Knowledge of the Landlord, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department.

44. Intentionally Deleted.

45. **Utility Service Interruption.** Landlord shall not be liable for any interruption or failure whatsoever in utility services for any interruption caused by the acts or omissions of Landlord, or its agents, employees or contractors if such interruption continues for three (3) days or less. During any interruption caused by the acts or omissions of Landlord, or its agents, employees or contractors exceeding three (3) days following Tenant's written notice to Landlord, all Rent shall abate for the time period from the fourth (4th) day until service has been restored; provided, however, that in the event of a casualty of condemnation, the provisions of Section 13 or Section 14, as the case may be, shall control over this Section 45. Tenant shall comply with all terms and provisions of this Lease notwithstanding any such failure or interruption.

46. **Right to "Go Dark".** From and after the Commencement Date, provided Tenant opens for business from the Premises for the Permitted Use for one (1) day and Tenant continues to pay Rent (as elsewhere defined herein) and satisfy all other obligations under this Lease, Tenant shall have no obligation, express or implied, to continuously operate in the

Leased Premises (“Go Dark Option”). If Tenant desires to exercise the Go Dark Option, Tenant shall give Landlord written notice (the “Go Dark Notice”) of Tenant’s exercise of this Go Dark Option. The Go Dark Notice must be received by Landlord no later than the date that is 15 days prior to the Go Dark Date (as defined below). Time is of the essence with respect to Landlord’s receipt of the Go Dark Notice and all other deadlines in this Section. If Landlord timely receives the Go Dark Notice and Tenant complies with all the provisions in this Section, Tenant shall be allowed to cease operations in the Premises on the 30th day following Landlord’s receipt of the Go Dark Notice (the “Go Dark Date”). If Tenant should exercise the Go Dark Option, Tenant shall remain liable for all of Tenant’s obligations to timely pay Rent and any other costs or charges under this Lease, and to timely perform all other Lease obligations for the period that Tenant is not operating in the Premises. This Go Dark Option is personal to the named Tenant and any Permitted Transferee of Tenant. Subject to the next sentence, in the event Tenant does not continuously operate in the Premises for a period of ninety (90) consecutive days, Landlord shall have the right, but not the obligation, upon thirty (30) days prior written notice to Tenant (the “Recapture Notice”) to take back the Premises (the “Recapture Right”) without penalty to Tenant. Notwithstanding the foregoing, said ninety (90) day period shall not include any days where Tenant may cease operations in connection with a tenant remodel (up to thirty (30) days in any calendar year), fire or other casualty or condemnation at the Premises. The period of time from and after Tenant’s receipt of a Recapture Notice until the expiration of such thirty (30) days period shall be referred to as the “Recapture Notice Period”. In the event Tenant receives a Recapture Notice and Tenant reopens for business in the Premises prior to the expiration of the Recapture Notice Period, Landlord’s Recapture Notice shall be null and void and of no further force and effect. If the Premises are re-opened for the Permitted Use for a period of less than 30 days, then closed again, such closure shall be considered to be a continuation of the previous closure and Landlord shall have the right to terminate the Lease pursuant to the Recapture Notice under this Section. If the Premises are re-opened for the Permitted Use for a period of 30 days or more, then closed again, such closure shall be considered a new closure and Landlord’s rights under this Section shall be applicable thereto. If Tenant exercises the Go Dark Option and Landlord chooses to exercise the Recapture Right, Tenant agrees that Landlord shall be considered released from any and all claims, damages, obligations, liabilities, actions, and causes of every kind and nature whatsoever arising in connection with this Lease. In the event Landlord exercises its Recapture Right, Tenant shall, immediately upon expiration of the Recapture Notice Period, surrender possession of the Premises to Landlord in accordance with the terms of this Lease as if the natural expiration of the Lease Term had occurred.

47. Limitation on Landlord’s Liability. Notwithstanding anything to the contrary contained in this Lease, in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this Lease to be observed, honored, or performed by Landlord, Tenant shall look solely to the estate and property of Landlord in the land and building owned by Landlord comprising the Project for the collection of any judgment (or any other judicial procedures requiring the payment of money by Landlord), it being agreed that Landlord shall not be personally liable for any such judgment and no other property or assets of Landlord shall be subject to levy, execution, or other procedures for the satisfaction of Tenant’s remedies. Landlord shall not be liable for damages to Tenant or any party claiming by, through or under Tenant for interruption or damage to its business or operations in the Premises, or for loss of profit, or for any special, incidental, punitive, indirect, or consequential damages.

48. Rules and Regulations. The Rules and Regulations attached hereto as Exhibit F are a part of this Lease, and Tenant agrees to comply with and observe the same, as they may be modified, amended or supplemented, as if they were set forth as covenants herein. Landlord reserves the reasonable right from time-to-time to modify, amend or supplement the Rules and Regulations and to promulgate additional reasonable Rules and Regulations applicable to the Premises and the Project.

49. Incorporation of Exhibits. This Lease is subject to the provisions of the attached exhibits, listed below, which exhibits are hereby made a part of this Lease.

EXHIBIT A—PROJECT LEGAL DESCRIPTION

EXHIBIT B—PROJECT SITE PLAN

EXHIBIT B-1—PREMISES FLOOR PLAN

EXHIBIT C—FORM OF COMMENCEMENT DATE MEMORANDUM

EXHIBIT D—FORM OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGR.

EXHIBIT E—FORM OF ESTOPPEL CERTIFICATE

EXHIBIT F—LANDLORD’S WORK

EXHIBIT G—RULES AND REGULATIONS

[Signature pages follow.]

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed as a sealed instrument as of the date of signature hereinbelow. If this Lease is signed by the Parties on different dates, the Effective Date shall be deemed to be the later of the signature dates.

EXHIBIT A

PROJECT LEGAL DESCRIPTION

EXHIBIT B

SITE PLAN

[with Outdoor Playground Identified]

[with location of reserved parking spaces, Parking Spaces, & Parking Field]

EXHIBIT B-1

PREMISES FLOOR PLAN



EXHIBIT D

**FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

► This Lease Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is entered into effective as of _____, 2025 and between _____ (the "Lender"), _____ (the "Owner") and _____ (the "Tenant").

11. RECITALS:

A. On _____, the Tenant and _____ entered into that certain Commercial Lease Agreement (the "Lease"), covering certain property in _____ County, Texas (the "Leased Premises") and more particularly described in the Lease, a true and correct copy of which is attached as **EXHIBIT "A"** and is incorporated herein by reference for all purposes. All references in this Agreement to the Lease shall include any amendments thereto unless specifically stated otherwise.

B. The Owner has applied to the Lender for a loan to be evidenced by a Note, in the original principal amount stated therein (the "Loan").

C. The Loan is to be secured by, among other instruments, a Deed of Trust and Security Agreement, executed by Owner to _____, **Trustee** (the "Deed of Trust"), covering certain real property (the "Mortgaged Property") which includes, among other property, the Leased Premises. The Loan is further secured by a Collateral Assignment of Rents and Leases dated of even date therewith (the "Assignment"), covering all rents, royalties, issues, profits, revenues, income and other benefits derived from the use of the Mortgaged Property, including, but not limited to, the sums due under the terms of the Lease.

D. Recognizing that this Agreement is a condition of the Loan, the Owner and Tenant desire to confirm their understanding with the Lender with respect to the Lease and the Loan.

12. AGREEMENT:

NOW, THEREFORE for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Lender, Owner and Tenant hereby agree and covenant as follows:

1. **The Lease.** The Owner and Tenant hereby warrants, represents and covenants with the Lender as of the effective date hereof, as follows:

- (a) That a true, correct, and complete copy of the Lease, together with all amendments and modifications thereto, is attached hereto as **EXHIBIT "A"**;
- (b) That the Lease is in full force and effect and has not been modified, altered, or amended, except as provided above and that no future modifications, alterations or amendments to the Lease will be effective without the Lender's prior written consent;
- (c) That the Tenant has not assigned the Lease to any party and no subleases have been entered into by the Tenant;
- (d) Intentionally Omitted;

- (e) That there are no defaults by either the Owner or the Tenant under the Lease and the Tenant has no offsets, credits or defenses against the enforcement of any of the terms of the Lease, except as expressly provided for under the Lease;
 - (f) That the Owner has fully and completely complied with all of the Owner's obligations under the Lease to this date, with the result that the Tenant is fully obligated to pay, subject to Tenant's offset rights in the Lease, and is paying, the rent and other charges due thereunder, and is fully obligated to perform, and is performing, all of the other obligations of the Tenant under the Lease without right of counterclaim, offset, defense, or otherwise, except as expressly provided for in the Lease;
-
- (g) That the original term of the Lease commenced on _____ and expires on _____, unless sooner terminated as provided in the Lease;
 - (h) That all options to renew or extend the term of the Lease or expand the space covered by the Lease are set forth in the Lease and the Tenant has no right to purchase the Leased Premise, including, but not limited to, any right of first refusal, except as provided in the Lease;
 - (i) That the rent for the current term of the Lease is equal to the amount set forth in the Lease;
 - (j) That the Tenant has paid a security deposit in the amount of \$_____.

- (k) That the Tenant has paid no more than the Pre-Paid Rent as provided for in the Lease (plus the Security Deposit) in advance under the Lease and will not do so without the Lender's prior written consent;
- (l) That there are no disputes, litigation or threats of litigation concerning the Lease by any party thereto;
- (m) That there are no side letters or other arrangements, whether or not constituting amendments to the Lease, for tenant inducements such as rebates of or reduction in the rental provided in the Lease;
- (n) That the Tenant will send the Lender at the address set forth below, a copy of any notice or demand given to the Owner or the Owner's successor under the Lease simultaneously with the delivery of any such demand or notice to the Owner or its successor, by depositing the same enclosed in a sealed envelope in the U.S. Mail, postage prepaid, certified mail, return receipt requested and addressed to the Lender at the address specified below or such other address as the Lender shall designate; and
- (o) That the Tenant will give the Lender or its subsequent assignee the same rights as the Owner to cure any default under the Lease.

2. **Payment of Rents.** The Tenant hereby acknowledges and agrees that pursuant to the terms of the Deed of Trust and Assignment, the Owner has assigned all of its interest in the Rents due under the terms of the Lease to the Lender and agrees, upon notice from the Lender, with or without the joinder of the Owner, the Tenant shall pay all Rents and other amounts due or to become due under the Lease directly to the Lender. The Tenant shall have the right to rely upon the demand in any notice from the Lender and shall pay such Rents and other amounts to the Lender without any obligation or right to inquire as to the nature of such demand or notice.

3. **Subordination.** Except as otherwise expressly set forth herein, the Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect to the Loan and to any and all increases, renewals, extension, modifications of the Loan, but any and all such increases, renewals, extensions, shall, nevertheless, be subject to and entitled to the benefits of the terms and conditions of this Agreement.

4. **Non-Disturbance.** So long as the Tenant is not in default (beyond any period[s] given under the Lease to the Tenant to cure such default) in (i) the payment of any monetary obligation under the Lease, or (ii) the performance of any of the other terms, covenants or conditions with which the Tenant is obligated to comply pursuant to the Lease, the Tenant's possession under the Lease and the Tenant's rights and privileges thereunder shall not be diminished or interfered with by the Lender, and accordingly, the Tenant's occupancy shall not be disturbed by the Lender during the term of the Lease, except in accordance with the terms of the Lease.

5. **Recognition of the Lease.** The Lease shall not be terminated, nor shall the Tenant's use, possession or enjoyment of the Leased Premises be disturbed or otherwise interfered with, nor shall the leasehold estate granted to the Tenant by the Lease or any of the Tenant's rights, privileges and benefits under the Lease be cut off or adversely affected thereby in any other manner, in accordance with the restrictions and agreements set forth in the Lease, in connection with or as a result of any foreclosure or other action or proceeding instituted under or in connection with the Loan or any related instrument or in the event the Lender takes possession of the Mortgaged Property pursuant to any provision of the loan or any related instrument, and the Lender shall automatically recognize the Lease and the Tenant's rights thereunder and will thereby establish direct privity of estate and contract as between the Lender and the Tenant with the same force and effect as if the Lease were originally made directly from the Lender in favor of the Tenant, subject to the terms and conditions hereinbelow provided.

6. **Attornment.** If the interest of the Owner under the Lease shall be transferred to and owned by the Lender by reason of foreclosure, deed in lieu of foreclosure or other proceedings brought by it, or by any other manner, or the Lender succeeds to the interest of the Owner under the Lease, the Tenant shall be bound to the Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining after the Lender enters into possession of the Mortgaged Property, plus any renewals or extensions thereof, which may be effectuated in accordance with any option therefor in the Lease, with the same force and effect as if the Lender were the owner under the Lease, and the Tenant shall attorn to the Lender as its landlord, said attornment to be effective and self-operative without notice of the execution of any

further instruments on the part of any of the parties hereto immediately upon written notice from the Lender to the Tenant notifying the Tenant of the Lender's succession to the interest of the Owner under the Lease or entry into possession of the Mortgaged Property. The respective rights and obligations of the Tenant and the Lender under such attornment, to the extent of the then remaining balance of the term of the Lease, plus any renewals or extensions thereof, shall be and are the same as now set forth therein, except as herein otherwise expressly provided.

7. **Rights Under the Lease.** If the Lender shall acquire title to the Mortgaged Property, the Lender shall be bound to the Tenant under all of the terms, covenants and conditions of the Lease; provided, however, that the Lender shall not be:

- (a) liable for any acts or omissions of any prior owner (including, but not limited to, the Owner); or
- (b) subject to any offsets, deductions or defenses which the Tenant might have arising out of the acts or omissions of any prior owner (including, but not limited to the Owner); or
- (c) liable to the Tenant for any security deposit under the Lease not actually transferred and paid over to the Lender; or

- (d) obligated to give the Tenant a credit for and/or acknowledge any rent which the Tenant has paid to the Owner or any prior owner which is in excess of the rent due under the Lease preceding the date that is the earlier of the date the Lender succeeded to the Owner's interest under the Lease, entered into possession of the Mortgaged Property or acquired title to the Mortgaged Property unless such payment is provided for in the Lease, as presently existing or as amended in accordance with this Agreement; or
- (e) bound by any agreement, modification, release or termination of the Lease subsequent to the Commencement Date without the Lender's written consent.

Additionally, in the event of the Lender's (a) succession to the Owner's interest in and to the Mortgaged Property or under the Lease, or (b) entry into possession of the Mortgaged Property, the Tenant shall thereafter be bound to the Lender under all terms, covenants and conditions of the Lease, and the Lender shall, from and after the Lender's succession to the interest of the Owner under the Lease or entry into possession of the Mortgaged Property, have the same rights and remedies against the Tenant for the breach of any provision contained in the Lease that the Owner might have had under the lease against the Tenant if the Lender had not succeeded to the interest of the Owner in and to the Mortgaged Property or under the Lease or entered into possession of the Mortgaged Property, as the case may be.

8. **Lender's Default.** Notwithstanding anything to the contrary contained in this Agreement or the Lease, in the event of any default or breach by the Lender with respect to any of the terms, covenants and conditions of the Lease to be observed, honored or performed by the Lender, as owner of the Mortgaged Property, the Tenant shall look solely to the estate and property of the Lender in the Mortgaged Property for the recovery of any judgment (or any other judicial procedures requiring the payment of money by the Lender) from the Lender. It being agreed by the Tenant that the Lender shall never be personally liable for any such judgment and that no property or assets of the Lender shall be subject to levy, execution or other procedures for satisfaction of the Tenant's execution or other procedures for satisfaction of the Tenant's remedies. The Lender shall not be required to respond in monetary damages from any of its properties or assets other than the Lender's interests in the Mortgaged Property. The provisions contained in the foregoing sentences are not intended to, and shall not, limit (i) any right that the Tenant may have to make a claim for or receive the proceeds of any insurance carried by the Lender, or (ii) any right that the Tenant might otherwise have to obtain injunctive relief against the Lender or the Lender's successors-in-interest, or any other action not involving the personal liability of the Lender.

9. **Notice and Opportunity to Cure Landlord Default.** The Tenant shall furnish to the Lender copies of all notices which the Owner is entitled to receive under the Lease. Furthermore, the Tenant shall notify the Lender in writing of the occurrence of any default by the Owner and shall permit the Lender a period of thirty (30) days from the date of such notice (the "Cure Period") in which to cure such default prior to proceeding to exercise any of the rights of remedies of the Tenant under the Lease, including termination of the Lease, abatement of rental payments due thereunder, or performance of the Owner's covenants or obligations which the Tenant asserts to be in default; provided, however, that the Cure Period granted to the Lender (i) shall be extended by any period of time during which the Lender is diligently pursuing the cure of a default which cannot reasonably be expected to be cured within the Cure Period, and (ii) shall not be deemed to commence until after any period of time during which the Lender is pursuing acquisition of title to the Leased premises is stayed by any proceeding in bankruptcy, an injunction or other judicial process, and (b) after acquisition of title by the Lender during which the Owner or any other party is contesting the validity of the acquisition or the Lender's title to the Leased Premises. With respect to defaults which are personal to the Owner, such as bankruptcy, and thus not capable of being cured without possession of the Leased Premises, then the Lender shall be deemed to be diligently pursuing a cure of such default, if, within the Cure Period, the Lender commences and thereafter pursues (subject to any judicial stays, injunctions or other delays) foreclosure proceedings for the Leased Premises. Furthermore, in the case of defaults personal to the Owner, the Lender shall be deemed to have cured such defaults upon final foreclosure of the Leased Premises.

10. Miscellaneous.

A. The term "Lender," for the purpose of this Agreement, shall be deemed to include any party that acquires title to the Mortgaged Property pursuant to (a) any foreclosure sale resulting from the foreclosure of the Loan, or (b) a deed in lieu of foreclosure of the Loan.

B. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application

of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the maximum extent permitted by applicable law.

C. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. Whenever used in this document, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the pronouns of any gender shall include all other genders, and either the singular or plural shall include the other.

D. Any notice required or permitted to be delivered hereunder shall be deemed received on the earlier of the date actually received or on the date after such notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Tenant, or the Lender, as the case may be, at

the address of such party set forth opposite the signature of such party hereto, or such other address as may thereafter be provided in writing to the respective parties. Any notice sent to any party hereunder shall be sent to all other parties hereunder. The Tenant shall be entitled to rely upon any notice from the Lender hereunder as to the matters stated in and covered by any such notice.

E. In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for breach thereof, the prevailing party in such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorney's fees, costs and expenses incurred by the prevailing party as shall be plead and proven by such party and awarded by a Court of competent jurisdiction.

F. This Agreement contains the sole and entire agreement and understanding between the parties with respect to the subject matter hereof and shall supersede any and all other oral or written agreements between the parties with respect to the subject matter hereof.

G. THE LAWS OF THE STATE OF TEXAS SHALL APPLY TO THIS AGREEMENT AND ITS CONSTRUCTION AND INTERPRETATION SHALL BE ENFORCEABLE IN HARRIS COUNTY, TEXAS.

H. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, all of which will constitute one and the same agreement.

I. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the dates of the acknowledgments set forth below, to be effective for all purposes, however, as of the date first above written.

LENDER:

By: _____
Name: _____
Title: _____

Address: _____

OWNER:

By: _____

Name: _____
Title: _____

Address: _____

TENANT:

► By: _____
Name: _____
Title: _____

Address: _____

THE STATE OF TEXAS §

► COUNTY OF _____ §

► This was acknowledged before me by the said _____, of _____, for and on behalf of said banking association, on this the ____ day of _____, 20__.

12.1 NOTARY PUBLIC,
STATE OF TEXAS

THE STATE OF TEXAS §

§

► COUNTY OF _____ §

► This was acknowledged before me by the said _____, of _____, in the capacity therein stated and on behalf of said company, on this the _____ day of ___, 20__.

12.2 NOTARY PUBLIC,
STATE OF TEXAS

THE STATE OF TEXAS §

§

► COUNTY OF _____ §

► This was acknowledged before me by the said _____, of _____, in the capacity therein stated and on behalf of said company, on this the _____ day of ___, 20__.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Landlord's Premises

EXHIBIT F

LANDLORD'S WORK

To the extent that the Premises is known to be or is subsequently discovered to be not in compliance with laws or to the extent that remediation of an environmental condition is necessary under applicable law, then any work necessary to bring the Premises into compliance or to remediate such environmental condition shall be deemed part of Landlord's Work. Further:

- 1) Landlord shall deliver the Premises in broom clean condition. "Broom clean" shall mean that the Premises is free of debris and former tenant's furniture, fixture and equipment.
- 2) Landlord shall provide HVAC System in working order
- 3) Other than as expressly set forth above, Landlord will provide the space "As Is"

EXHIBIT G

RULES AND REGULATIONS

Tenant agrees to the establishment of, and shall abide by and enforce upon its agents, servants, employees, invitees, customers and vendors (in addition to the Lease terms, covenants, and conditions), the following Rules and Regulations. Any capitalized term used but not defined herein shall have the same meaning as set forth in the Lease. **In the event that these Rules and Regulations conflict with the Lease, the terms of the Lease shall control.**

1. Thoroughfares. No person shall use any roadway, walkway or mall except as a means of egress from or ingress to the commercial areas and the parking facilities or adjacent public streets. Such use shall be in an orderly manner in accordance with directional or other signs or guides. Roadways shall not be used at a speed in excess of five (5) miles per hour and shall not be used for parking or stopping except for the immediate loading or unloading of passengers. No walkway or mall shall be used for other than pedestrian travel.

2. Parking Facilities. No person shall use the parking facilities for any purpose other than the parking of motor vehicles without prior written approval of Landlord, which such approval Landlord may withhold in its sole discretion. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking places. Except as otherwise provided in the Lease, limitations may be imposed as to the length of time for parking use during peak periods of business activity, and such limitations may be made in specified areas. No valet parking shall be permitted in the Project without obtaining Landlord's prior written consent, which such approval Landlord may withhold in its sole discretion. Where such consent may be allowed by Landlord, Landlord may condition its consent on any factors Landlord deems relevant, including, without limitation, (a) imposition of controls prohibiting the blocking off (or coning) of spaces, (b) designation of the appropriate times and location for valet service, (c) maintaining of appropriate signage, and (d) approval of the valet service provider. In addition, Landlord reserves the right if a Tenant desires valet parking and if Landlord desires to permit same, for Landlord to contract directly with the valet service, with all costs associated therewith to be paid by Tenant as Additional Rent.

3. Service Areas. No person shall use any utility, truck court or other service area reserved for use in connection with the conduct of business except for the specific purpose for which permission to use such area is given. Service corridors shall not be used for the storage of materials, merchandise, garbage or refuse.

4. Deliveries. Except for small parcel deliveries, each tenant shall use its best efforts to cause all trucks servicing its retail facilities to load and unload at such hours, in the areas and through the entrances as may be designated by Landlord. Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers shall be permitted in the Project. Forklift trucks, tow trucks or any other powered machines for handling freight shall be used only in such manner and areas in the Project as may be approved in writing by Landlord. Delivery trucks and heavy equipment shall be permitted only upon such areas having heavy-duty paving as may be designated by Landlord.

5. Reserved.

6. Safe Premises. The Premises, including vestibules, entrances and returns, doors, fixtures, windows and plate glass shall be maintained in a safe, neat and clean condition. Tenant shall not use or keep

in, on or about the Premises or the Project any kerosene, gasoline or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in, on or about the Premises or the Project, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Project.

7. Removal of Trash. All trash, refuse and waste materials shall be regularly removed from the Premises before the hours the Project opens and, until removal, shall be stored: (a) in adequate containers, which containers shall be located so as not to be visible to the general public shopping in the Project; (b) so as not to constitute any health or fire hazard or nuisance to any occupant; and (c) if any part of Tenant's business shall consist of the preparation and/or sale of food, including without limitation the operation of a restaurant, snack shop or food market, Tenant shall provide suitable garbage containers at Tenant's sole cost and expense for the disposal of its food scraps and refuse. No burning of trash, refuse or waste materials shall occur. If Landlord shall provide or designate a garbage container for picking up trash, refuse or waste materials, Tenant shall use same at Tenant's cost unless made available to all tenants, in which event same shall be billed to Tenant in the manner established by Landlord in its reasonable discretion. Tenant shall pay the cost of removal of any of Tenant's trash, refuse and waste materials, and shall maintain all common loading areas in a clean manner satisfactory to Landlord.

8. Dwelling. Tenant shall not permit or suffer any portion of the Premises or Project to be used for lodging purposes.

9. Displays. Neither sidewalks, light poles, the parking facilities, walkways or storefronts shall be used to display, store or place any merchandise, equipment, devices, signs (including, but not limited to, bandit signs), painted material, placards, stickers, emblems or other similar material. Landlord shall have the right to remove any such material without notice to Tenant. Tenant, at Tenant's sole cost and expense, shall keep all lights illuminating its exterior sign, if any, and all lights on the canopy in front of the Premises illuminated from dusk through midnight every day or at such other hours as Landlord may from time to time designate. However, in the event Landlord controls all exterior lighting, all costs incurred by Landlord in connection therewith shall be included in the CAM Charges.

10. Radius of Advertising. No advertising medium shall be utilized which can be heard or experienced outside of the Premises including, without limiting the generality of the foregoing, flashing lights, searchlights, loudspeakers, phonographs, radios or television, or advertising (including banners) placed on light standards in the parking facilities.

11. Close-Out Promotions. No auction, fire, bankruptcy or going-out-of-business sale shall be conducted in, at, on or about the Project or any portion or portions of same.

12. Boundaries For Doing Business. Under no circumstances shall there be any sale of merchandise or display of merchandise outside the defined exterior walls of any building within the Project including, specifically, sidewalk sales. No sale of merchandise by tent sale, sidewalk sale, truckload sale or the like shall be permitted in the parking facilities or other Common Areas.

13. Generally Nonpermitted Uses. No use shall be made of the Project or any portion or portions thereof which would: (a) violate any law, ordinance, or regulation; (b) constitute a nuisance; (c) constitute an extra hazardous use; or (d) violate, suspend or void or increase the premiums for any policy or policies of insurance on any stores or the Project.

14. Unauthorized Activities. No person without the written consent of Landlord shall do any of the following in or upon any part of the Common Areas:

- (a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever;
- (b) Exhibit any sign, placard, banner, notice or other written material except for material approved by Landlord;
- (c) Distribute any circular, booklet, handbill, placard or other material;
- (d) Solicit membership in any organization, group or association or contribution for any purposes;
- (e) Parade, patrol, picket, demonstrate, rally or engage in any conduct that might tend to interfere with or impede the use of any of the Common Areas by any permittee, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any of the retail establishments within the Project;
- (f) Use any Common Area for any purpose when none of the retail establishments within the Project is open for business or employment;
- (g) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind;
- (h) Use any sound-making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant or distasteful to occupants or permittees;
- (i) Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvement within the Project or the property of customers, business invitees or employees situated within the Project; or
- (j) Erect any sign, antenna, aerial or other device on the roof or exterior wall of the Premises or the Building in which the Premises are located without first obtaining in each instance written consent from Landlord. Any sign, antenna aerial or other device installed without such written consent shall be subject to removal by Landlord at Tenant's expense without notice at any time.

15. No Changing Locks or Duplicating Keys. Tenant will not change locks or install additional locks on doors without the prior consent of Landlord in each instance. Tenant also shall not duplicate any keys procured from Landlord without prior approval of Landlord in each instance.

16. Landlord's Remedies. Landlord shall have the right to remove or exclude from, or to restrain (or take legal action to do so), any unauthorized person from, or from coming upon, the Project or any portion thereof, and to prohibit, abate and recover damages arising from any unauthorized act, whether or not such act is in express violation of the Rules and Regulations set forth above.

17. Contractors. Tenant shall cause its contractors to comply with the terms of this Lease. Tenant's contractors shall minimize the disruption to the Project and other tenants of the Project while performing work at the Premises. In the event that the work being performed by Tenant's contractors is disruptive to other Project tenants, Landlord reserves the right in its sole and absolute discretion to cause Tenant's contractors to work on the Premises either before or after business hours.

18. Intent. The listing of the foregoing specific items as being prohibited is not intended to be exclusive, but to indicate in general the manner in which the right to use the Common Areas solely as a means of access and convenience in shopping at the retail establishments in the Project is limited and controlled by

Landlord. Landlord reserves the right to amend, modify or supplement these Rule and Regulations as in its judgment may be necessary for the safety, cleanliness, preservation of order and efficient operation of the Project. Certain of the Common Areas may be restricted for the exclusive use of a particular occupant (such as loading docks or parking spaces adjacent to such occupant's premises and drive-through areas for such occupant) and may not be used by other Tenants without the express written consent of Landlord. A copy of the Project Rules and Regulations, as the same are from time to time amended, shall be made available to Tenant upon request, and Tenant shall periodically examine the Rules and Regulations for notices of any changes made herein.