

## MEDICAL OFFICE LEASE AGREEMENT

### CHERRY CREEK MEDICAL PAVILION

Suite 200

**THIS MEDICAL OFFICE LEASE AGREEMENT** (this "Lease") is made and entered into as of the 1st day of September, 2025 (the "Effective Date"), by and between:

**LANDLORD:** CHERRY CREEK HEALTHCARE PROPERTIES, LLC, a Colorado limited liability company, having its principal place of business at 4600 South Ulster Street, Suite 700, Denver, Colorado 80237 ("Landlord");

and

**TENANT:** SUMMIT ORTHOPEDICS AND SPORTS MEDICINE, P.C., a Colorado professional corporation, having its principal place of business at 2875 South Colorado Boulevard, Denver, Colorado 80222 ("Tenant").

### RECITALS

**WHEREAS**, Landlord is the owner of that certain medical office building commonly known as Cherry Creek Medical Pavilion, located at 3300 East First Avenue, Denver, Colorado 80206, consisting of approximately 85,000 square feet of medical office space in a four-story building, and more particularly described on **Exhibit A** attached hereto (the "Building"); and

**WHEREAS**, the Building is designed and constructed as a Class A medical office building and is located adjacent to Cherry Creek Medical Center, a 250-bed acute care hospital; and

**WHEREAS**, Tenant desires to lease from Landlord certain medical office premises within the Building for the practice of orthopedic medicine, sports medicine, and related medical services; and

**WHEREAS**, Landlord desires to lease such premises to Tenant upon the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1

#### BASIC LEASE PROVISIONS

**1.1 Premises.** The "Premises" shall mean approximately Eight Thousand (8,000) rentable square feet located on the second (2nd) floor of the Building, known as Suite 200, as more particularly shown on the floor plan attached hereto as **Exhibit B**. The Premises shall be improved for medical office use and shall include:

- (a) Patient reception and waiting area;
- (b) Twelve (12) examination rooms;
- (c) Two (2) procedure rooms with medical gas capabilities;

- (d) X-ray and imaging suite (with lead-lined walls);
- (e) Physical therapy area;
- (f) Cast room;
- (g) Medical records storage;
- (h) Staff break room and physician offices.

**1.2 Building Specifications.** The Building is a purpose-built Class A medical office building with the following specifications: (a) structural floor load capacity of 100 PSF live load; (b) electrical capacity of 15 watts per rentable square foot; (c) medical gas infrastructure (oxygen, nitrous oxide, vacuum, compressed air) available on each floor; (d) emergency generator backup for life safety and designated medical circuits; (e) dedicated HVAC zoning for medical use; and (f) pedestrian bridge connection to Cherry Creek Medical Center.

**1.3 Permitted Use.** The practice of orthopedic medicine, sports medicine, physical therapy, diagnostic imaging (excluding MRI and CT unless separately approved), minor surgical procedures, and related ancillary medical services, and for no other purpose without Landlord's prior written consent (the "**Permitted Use**"). The Permitted Use expressly includes the dispensing of prescription medications incidental to Tenant's medical practice.

**1.4 Lease Term.** The initial term of this Lease (the "**Initial Term**") shall be for a period of ten (10) years, commencing on September 1, 2025 (the "**Commencement Date**") and expiring on August 31, 2035, unless sooner terminated or extended in accordance with the provisions hereof.

**1.5 Base Rent.** Tenant shall pay to Landlord as base rent ("**Base Rent**") the following amounts during the Initial Term:

Lease Year	Annual Base Rent	Monthly Base Rent	Per RSF/Year
1-2	\$280,000.00	\$23,333.33	\$35.00
3-4	\$296,800.00	\$24,733.33	\$37.10
5-6	\$314,608.00	\$26,217.33	\$39.33
7-8	\$333,484.48	\$27,790.37	\$41.69
9-10	\$353,493.55	\$29,457.80	\$44.19

*Note: Base Rent escalates at three percent (3%) every two (2) years.*

**1.6 Tenant's Pro Rata Share.** Tenant's Pro Rata Share of Building Operating Expenses and Real Estate Taxes shall be nine and forty-one hundredths percent (9.41%), calculated by dividing the rentable area of the Premises (8,000 RSF) by the total rentable area of the Building (85,000 RSF).

**1.7 Base Year.** For purposes of calculating Tenant's share of increases in Operating Expenses and Real Estate Taxes, the Base Year shall be calendar year 2025.

**1.8 Security Deposit.** Upon execution of this Lease, Tenant shall deposit with Landlord the sum of Forty-Six Thousand Six Hundred Sixty-Six and 66/100 Dollars (\$46,666.66),

representing two (2) months' Base Rent at the initial rate, as a security deposit (the "**Security Deposit**").

**1.9 Parking.** Tenant shall be entitled to thirty-two (32) parking spaces in the Building's parking structure at no additional charge (calculated at a ratio of 4.0 spaces per 1,000 RSF). Tenant may designate up to four (4) of such spaces as reserved "Physician Parking" spaces adjacent to the Building entrance. Additional parking may be available at the prevailing rate of One Hundred Fifty Dollars (\$150.00) per space per month.

## ARTICLE 2

### PREMISES AND COMMON AREAS

**2.1 Lease of Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term, together with the right to use the Common Areas of the Building in common with other tenants.

**2.2 Common Areas.** "**Common Areas**" shall mean: (a) the main lobby and elevator lobbies; (b) corridors and hallways; (c) restrooms on multi-tenant floors; (d) the Building's conference center (if any); (e) the parking structure and surface parking; (f) sidewalks and landscaped areas; (g) the pedestrian bridge to Cherry Creek Medical Center; and (h) loading dock and service areas.

**2.3 Hospital Connectivity.** Tenant and its patients, employees, and invitees shall have access to the enclosed pedestrian bridge connecting the Building to Cherry Creek Medical Center during the hours such bridge is open (currently 6:00 a.m. to 10:00 p.m. daily). Landlord makes no representation regarding the continued availability of such access, which is subject to agreement with the hospital.

**2.4 Condition of Premises.** Landlord shall deliver the Premises to Tenant with the Tenant Improvements substantially complete as described in **Exhibit C**. Except as provided in Exhibit C, Tenant accepts the Premises in its "as-is" condition.

**2.5 Building Hours.** The Building shall be open and accessible to Tenant and its patients from 6:00 a.m. to 9:00 p.m. Monday through Saturday. Tenant shall have 24-hour access to the Premises via key card, subject to reasonable security procedures. HVAC service outside of Building Standard Hours (7:00 a.m. to 6:00 p.m. Monday through Friday) shall be available upon request at a rate of Sixty-Five Dollars (\$65.00) per hour.

## ARTICLE 3

### TERM

**3.1 Initial Term.** The Initial Term shall commence on the Commencement Date and shall expire on August 31, 2035, unless sooner terminated in accordance with the terms hereof.

**3.2 Renewal Options.** Provided Tenant is not in default under this Lease at the time of exercise, Tenant shall have two (2) consecutive options to renew this Lease (each, a "**Renewal Option**") for additional periods of five (5) years each (each, a "**Renewal Term**"), upon the same terms and conditions, except that Base Rent during each Renewal Term shall be the greater of: (a) the Base Rent in effect during the last year of the immediately preceding

term, increased by three percent (3%); or (b) ninety-five percent (95%) of the then-prevailing fair market rental rate for comparable medical office space in the Cherry Creek area of Denver.

**3.3 Exercise of Renewal Option.** Each Renewal Option must be exercised by Tenant's delivery of written notice to Landlord no earlier than eighteen (18) months and no later than twelve (12) months prior to the expiration of the then-current term.

**3.4 Early Termination Option.** Tenant shall have a one-time right to terminate this Lease effective at the end of the seventh (7th) Lease Year upon: (a) delivery of written notice to Landlord at least twelve (12) months prior to the proposed termination date; and (b) payment of an early termination fee equal to the sum of: (i) six (6) months' Base Rent at the then-current rate; plus (ii) the unamortized portion of the Tenant Improvement Allowance; plus (iii) the unamortized portion of any leasing commissions paid by Landlord. Such amounts shall be calculated using straight-line amortization over the Initial Term.

## ARTICLE 4

### RENT

**4.1 Payment of Base Rent.** Tenant shall pay Base Rent in equal monthly installments, in advance, on or before the first (1st) day of each calendar month. All payments shall be made without notice, demand, setoff, or deduction to Landlord's address or by electronic funds transfer.

**4.2 Rent Abatement.** Provided Tenant is not in default, Tenant shall be entitled to an abatement of Base Rent for the first four (4) full calendar months of the Initial Term (the "Abatement Period"). The total value of such abatement is Ninety-Three Thousand Three Hundred Thirty-Three and 32/100 Dollars (\$93,333.32). If Tenant defaults and fails to cure, Tenant shall repay the unamortized portion of abated Rent.

**4.3 Additional Rent.** All sums payable by Tenant other than Base Rent, including Tenant's share of Operating Expenses and Real Estate Taxes in excess of the Base Year, after-hours HVAC charges, late charges, and other costs, shall be "**Additional Rent**."

**4.4 Late Payment.** If any Rent payment is not received within five (5) days after its due date, Tenant shall pay a late charge of four percent (4%) of the overdue amount. Unpaid amounts shall bear interest at the lesser of one percent (1%) per month or the maximum legal rate.

## ARTICLE 5

### OPERATING EXPENSES AND REAL ESTATE TAXES

**5.1 Operating Expenses.** "**Operating Expenses**" means all costs incurred by Landlord in operating, maintaining, and managing the Building, including: (a) salaries and benefits of Building personnel; (b) utilities for Common Areas; (c) janitorial services; (d) security services; (e) maintenance and repair of Building systems (HVAC, electrical, plumbing, elevators, medical gas systems, emergency generator); (f) landscaping; (g) property management fees (not exceeding four percent of gross revenues); (h) insurance premiums; (i)

licenses and permits; (j) maintenance of the pedestrian bridge to the hospital; and (k) reasonable reserves for capital repairs.

**5.2 Medical Building Services.** Operating Expenses shall include the cost of maintaining the Building's medical-specific infrastructure, including: (a) the medical gas distribution system; (b) the emergency generator and automatic transfer switch; (c) enhanced HVAC filtration systems; (d) medical waste storage areas; and (e) any equipment required to maintain The Joint Commission (TJC) or other healthcare accreditation standards applicable to medical office buildings.

**5.3 Exclusions.** Operating Expenses shall not include: (a) capital improvements except as amortized; (b) leasing costs; (c) debt service; (d) costs covered by insurance or warranties; (e) costs due to Landlord's negligence; (f) executive compensation above building manager level; and (g) costs of tenant-specific services not provided to all tenants.

**5.4 Controllable Expense Cap.** Tenant's share of Controllable Operating Expenses (excluding taxes, insurance, utilities, and snow removal) shall not increase by more than five percent (5%) per year on a cumulative, compounding basis.

**5.5 Real Estate Taxes.** "Real Estate Taxes" means all real property taxes, assessments, and governmental charges levied upon the Building. Tenant shall pay Tenant's Pro Rata Share of increases in Real Estate Taxes over the Base Year.

**5.6 Estimated Payments and Reconciliation.** Prior to each calendar year, Landlord shall provide an estimate of Tenant's share of Operating Expenses and Taxes. Tenant shall pay one-twelfth monthly with Base Rent. Within one hundred twenty (120) days after each year, Landlord shall provide a reconciliation. Overpayments shall be credited; underpayments shall be due within thirty (30) days.

**5.7 Audit Rights.** Tenant may audit Landlord's Operating Expense records within one hundred eighty (180) days after receipt of annual reconciliation. If audit reveals overcharge exceeding three percent (3%), Landlord shall pay audit costs up to Five Thousand Dollars (\$5,000).

## ARTICLE 6

### UTILITIES AND SERVICES

**6.1 Landlord's Services.** Landlord shall provide during Building Standard Hours: (a) HVAC maintaining temperature between 68°F and 74°F (medical office standard); (b) hot and cold water; (c) electricity for normal medical office use (up to 15 watts per RSF); (d) elevator service; (e) janitorial service five nights per week; and (f) maintenance of Common Areas.

**6.2 Medical Gas Service.** Landlord shall maintain the Building's medical gas distribution system in good working order. Tenant shall be responsible for: (a) connecting to the medical gas system at points designated by Landlord; (b) all medical gas consumed by Tenant (billed separately based on meter readings); and (c) maintenance and certification of all medical gas equipment within the Premises. Tenant shall maintain a medical gas service contract with a qualified vendor.

**6.3 Emergency Power.** The Building is equipped with an emergency generator providing backup power for life safety systems and designated medical circuits. Tenant may connect critical medical equipment to designated emergency circuits upon Landlord's approval. Tenant shall be responsible for any supplemental uninterruptible power supply (UPS) for sensitive equipment.

**6.4 Telecommunications.** The Building has fiber optic connectivity and multiple telecommunications providers available. Tenant shall be responsible for contracting directly with telecommunications providers for voice, data, and internet services.

**6.5 Interruption.** Landlord shall not be liable for utility interruptions beyond Landlord's reasonable control. However, if any interruption caused by Landlord's negligence renders the Premises substantially unusable for more than three (3) consecutive business days, Rent shall abate from the fourth (4th) day until service is restored.

## ARTICLE 7

### USE AND OPERATIONS

**7.1 Permitted Use.** Tenant shall use the Premises solely for the Permitted Use and shall operate in a professional manner consistent with first-class medical office buildings. Tenant shall maintain all licenses and certifications required for the practice of medicine in Colorado.

**7.2 Medical Licenses.** Tenant represents and warrants that: (a) all physicians practicing at the Premises are duly licensed by the Colorado Medical Board; (b) Tenant maintains current DEA registration for controlled substances (if applicable); (c) Tenant maintains Medicare/Medicaid provider enrollment (if applicable); and (d) Tenant shall promptly notify Landlord of any disciplinary action, license suspension, or material change in accreditation status.

**7.3 Compliance with Healthcare Laws.** Tenant shall comply with all applicable healthcare laws and regulations, including without limitation: (a) the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations; (b) the Colorado Medical Practice Act; (c) the Occupational Safety and Health Act (OSHA) regulations applicable to medical offices; (d) the Americans with Disabilities Act (ADA); (e) radiation safety regulations (for X-ray equipment); and (f) all applicable accreditation standards.

**7.4 HIPAA Compliance.** Tenant acknowledges that Tenant is solely responsible for HIPAA compliance within the Premises. Landlord shall cooperate with reasonable requests regarding Building security measures that may impact Tenant's HIPAA compliance. Tenant shall ensure that patient health information is not visible from Common Areas or through entry doors. Landlord and its agents shall not be considered "Business Associates" under HIPAA solely by reason of this Lease.

**7.5 Prohibited Uses.** Tenant shall not use the Premises for: (a) inpatient hospital services; (b) ambulatory surgery center (ASC) procedures requiring state licensure (unless separately approved); (c) treatment of psychiatric patients requiring secured facilities; (d) methadone or opioid treatment programs; (e) abortion services; (f) any use that would require a change in the Building's certificate of occupancy; or (g) any use prohibited by applicable zoning or healthcare regulations.

**7.6 Imaging Equipment.** Tenant may install and operate diagnostic X-ray equipment within the Premises in the lead-lined imaging suite. Tenant shall: (a) comply with all Colorado Department of Public Health and Environment (CDPHE) radiation control regulations; (b) obtain and maintain all required registrations and certifications; (c) ensure proper shielding is installed and maintained; (d) conduct regular radiation safety surveys; and (e) provide Landlord with copies of all inspection reports. Installation of MRI or CT equipment shall require Landlord's prior written consent and may require structural modifications at Tenant's expense.

## ARTICLE 8

### MEDICAL WASTE AND HAZARDOUS MATERIALS

**8.1 Medical Waste Management.** Tenant shall properly manage all medical waste generated at the Premises in compliance with all applicable federal, state, and local regulations, including the Colorado Solid and Hazardous Waste Regulations. Tenant shall:

- (a) Segregate medical waste from regular trash at the point of generation;
- (b) Use appropriate containers (red bags, sharps containers) for different waste streams;
- (c) Contract with a licensed medical waste hauler for pickup and disposal;
- (d) Store medical waste in the Building's designated medical waste holding area;
- (e) Maintain waste manifests and disposal records for at least three (3) years;
- (f) Train all employees on proper medical waste handling procedures.

**8.2 Sharps Disposal.** Tenant shall ensure proper containment and disposal of all sharps (needles, syringes, scalpels, etc.) in puncture-resistant containers meeting OSHA requirements. Sharps containers shall be disposed of when three-quarters full.

**8.3 Pharmaceutical Waste.** Tenant shall properly dispose of expired, unused, or contaminated pharmaceuticals in compliance with EPA, DEA, and state pharmacy regulations. Controlled substances shall be disposed of in accordance with DEA regulations.

**8.4 Hazardous Materials.** Other than medical supplies, pharmaceuticals, and chemicals customary for medical office operations (cleaning supplies, laboratory reagents, X-ray processing chemicals if applicable), Tenant shall not bring Hazardous Materials onto the Premises without Landlord's prior written consent. Tenant shall maintain Safety Data Sheets (SDS) for all hazardous chemicals on the Premises.

**8.5 Environmental Indemnification.** Tenant shall indemnify, defend, and hold harmless Landlord from all claims, damages, fines, and costs arising from Tenant's use, storage, or disposal of medical waste, pharmaceutical waste, or Hazardous Materials, including any required remediation. This indemnification shall survive the expiration or termination of this Lease.

## ARTICLE 9

### MAINTENANCE AND REPAIRS

**9.1 Landlord's Obligations.** Landlord shall maintain: (a) the Building structure, roof, and exterior; (b) the Building HVAC, electrical, plumbing, and elevator systems; (c) the medical gas distribution system up to the point of connection to Tenant's space; (d) the emergency generator and automatic transfer switch; (e) the Common Areas; and (f) the pedestrian bridge to the hospital.

**9.2 Tenant's Obligations.** Tenant shall maintain: (a) all interior walls, ceilings, floors, and floor coverings; (b) all medical equipment and fixtures; (c) medical gas equipment within the Premises (including regulators, outlets, alarms); (d) any supplemental HVAC or specialized ventilation within the Premises; (e) radiation shielding; (f) all lighting within the Premises; (g) all doors and interior glass; and (h) janitorial services for clinical areas requiring specialized cleaning.

**9.3 Medical Equipment Maintenance.** Tenant shall maintain all medical equipment in good working order and in compliance with manufacturer specifications. Tenant shall maintain service contracts for: (a) X-ray and imaging equipment; (b) medical gas equipment; (c) autoclaves and sterilization equipment; and (d) any other equipment required by regulation to have documented maintenance. Copies of maintenance records shall be available for Landlord's inspection upon request.

## ARTICLE 10

### ALTERATIONS

**10.1 Landlord's Consent.** Tenant shall not make alterations without Landlord's prior written consent, which shall not be unreasonably withheld for non-structural alterations. Landlord's consent shall not be required for: (a) painting and cosmetic changes; (b) replacement of medical equipment that does not require structural or electrical modifications; or (c) changes costing less than Twenty-Five Thousand Dollars (\$25,000) in aggregate per year that do not affect Building systems.

**10.2 Imaging Equipment Modifications.** Any modification to imaging equipment or installation of new imaging equipment shall require Landlord's consent and may require: (a) updated radiation shielding calculations; (b) structural engineer certification for floor loads; (c) electrical system modifications; and (d) updated radiation safety surveys. All costs shall be borne by Tenant.

**10.3 Requirements.** All alterations shall: (a) be performed by licensed contractors; (b) comply with all codes and healthcare facility regulations; (c) be performed in a manner that minimizes disruption to other tenants and patients; (d) maintain appropriate infection control measures during construction; and (e) be completed in accordance with plans approved by Landlord.

## ARTICLE 11

### INSURANCE

**11.1 Tenant's Insurance.** Tenant shall maintain: (a) commercial general liability insurance with limits of at least Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate; (b) professional liability (medical malpractice)

insurance with limits of at least One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the aggregate for each physician and allied health professional; (c) property insurance covering Tenant's equipment and improvements at replacement cost; (d) workers' compensation as required by law; (e) business interruption insurance covering at least twelve (12) months of Rent and operating expenses; and (f) cyber liability insurance with limits of at least One Million Dollars (\$1,000,000) covering data breaches and HIPAA violations.

**11.2 Policy Requirements.** All policies (except professional liability) shall name Landlord as additional insured, be written by insurers rated A- or better, and provide thirty (30) days' notice before cancellation. Professional liability policies shall include tail coverage provisions.

**11.3 Waiver of Subrogation.** Landlord and Tenant each waive any right of recovery against the other for losses covered by property insurance. This waiver shall not apply to claims arising from professional liability or medical malpractice.

## ARTICLE 12

### INDEMNIFICATION

**12.1 Tenant's Indemnification.** Tenant shall indemnify Landlord from all claims arising from: (a) Tenant's use of the Premises; (b) the practice of medicine by Tenant's physicians and staff; (c) any default by Tenant; (d) Tenant's negligence or willful misconduct; (e) medical waste or Hazardous Materials handled by Tenant; and (f) any HIPAA violations or data breaches relating to Tenant's patients.

**12.2 Landlord's Indemnification.** Landlord shall indemnify Tenant from all claims arising from: (a) any default by Landlord; (b) Landlord's negligence or willful misconduct; and (c) conditions in the Common Areas caused by Landlord's failure to maintain.

**12.3 Limitation of Liability.** Tenant's recourse against Landlord shall be limited to Landlord's interest in the Building. No member, partner, or shareholder of Landlord shall have personal liability. Landlord shall not be liable for consequential damages. Landlord shall have no liability for medical malpractice or professional negligence claims against Tenant.

## ARTICLE 13

### ASSIGNMENT AND SUBLetting

**13.1 Consent Required.** Tenant shall not assign or sublease without Landlord's prior written consent, which shall not be unreasonably withheld. Landlord may consider: (a) the proposed transferee's financial strength; (b) medical specialty and reputation; (c) proposed use compatibility with the Building's medical office character; and (d) the transferee's ability to comply with healthcare regulations.

**13.2 Permitted Transfers.** Tenant may, without Landlord's consent but with prior notice, assign or sublease to: (a) any medical practice group in which at least fifty percent (50%) of the equity is owned by physicians currently practicing at the Premises; (b) any entity resulting from a merger or acquisition involving Tenant's medical practice; or (c) any

successor to Tenant's medical practice, provided in each case the transferee assumes all obligations and maintains required licenses and insurance.

**13.3 Physician Changes.** Changes in the physicians practicing at the Premises (additions, departures, changes in ownership percentage) shall not constitute an assignment or sublease requiring Landlord's consent, provided Tenant remains the named tenant and maintains all required insurance.

## ARTICLE 14

### DEFAULT AND REMEDIES

**14.1 Events of Default.** Events of Default include: (a) failure to pay Rent within five (5) days after notice; (b) failure to cure other defaults within thirty (30) days after notice; (c) bankruptcy or insolvency; (d) abandonment; (e) loss or suspension of medical licenses necessary to operate; (f) material violation of healthcare laws resulting in government action; or (g) termination of hospital privileges at Cherry Creek Medical Center for all physicians practicing at the Premises (if applicable).

**14.2 Landlord's Remedies.** Upon default, Landlord may: (a) terminate this Lease and recover damages; (b) continue this Lease and collect Rent as due; (c) re-enter and relet the Premises; or (d) pursue other remedies at law or equity. Landlord shall mitigate damages. Upon termination, Tenant shall cooperate in providing patients with reasonable notice and facilitating transfer of care to other providers.

**14.3 Landlord's Default.** Landlord shall be in default if Landlord fails to perform within thirty (30) days after notice. Tenant may cure and offset costs against Rent (up to twenty percent of any month's Rent).

## ARTICLE 15

### CASUALTY AND CONDEMNATION

**15.1 Casualty.** If the Premises are damaged, Landlord shall repair unless: (a) damage cannot be repaired within two hundred seventy (270) days; or (b) damage occurs in the last two (2) years of the Term. In such cases, either party may terminate. Rent shall abate proportionately. Landlord's repair obligation does not include Tenant's medical equipment, improvements, or specialized installations.

**15.2 Condemnation.** If all or a substantial portion is taken, this Lease terminates. Partial taking not substantially impairing operations continues with rent adjustment. Tenant may claim compensation for moving expenses, equipment, and unamortized improvements.

## ARTICLE 16

### SUBORDINATION, ATTORNMENT, AND ESTOPPEL

**16.1 Subordination.** This Lease is subordinate to any mortgage, provided the holder delivers an SNDA recognizing Tenant's rights. Landlord shall deliver an SNDA from current lender within thirty (30) days.

**16.2 Estoppel Certificates.** Within fifteen (15) business days after request, each party shall execute an estoppel certificate confirming Lease status, Rent, and any defaults.

## ARTICLE 17

### SIGNAGE

**17.1 Building Directory.** Tenant shall be entitled to listing on the Building directory in the main lobby, including Tenant's practice name and the names of up to ten (10) physicians.

**17.2 Suite Signage.** Tenant shall be entitled to Building-standard suite identification signage at the entrance to the Premises, including Tenant's practice name and logo, subject to Landlord's reasonable approval.

**17.3 Monument Sign.** If the Building has an exterior monument sign, Tenant shall be entitled to one panel on such sign, listing Tenant's practice name. The cost of fabrication and installation shall be borne by Tenant.

**17.4 Wayfinding.** Landlord shall include Tenant in the Building's wayfinding signage system, including directional signs from the parking structure and elevator lobbies.

## ARTICLE 18

### MISCELLANEOUS PROVISIONS

**18.1 Entire Agreement.** This Lease constitutes the entire agreement. No modification is effective unless in writing signed by both parties.

**18.2 Governing Law.** This Lease is governed by Colorado law. Disputes shall be resolved in Denver courts.

**18.3 Notices.** All notices shall be in writing, delivered personally, by overnight courier, or certified mail to addresses in Article 1.

**18.4 Quiet Enjoyment.** So long as Tenant is not in default, Tenant shall peacefully enjoy the Premises.

**18.5 Force Majeure.** Neither party is liable for delays (except payment) caused by circumstances beyond reasonable control, including pandemics, government orders affecting healthcare facilities, or natural disasters.

**18.6 Brokers.** Landlord and Tenant dealt only with JLL (representing Landlord) and Newmark (representing Tenant). Landlord shall pay commissions per separate agreement.

**18.7 Expansion Option.** If Suite 210 (approximately 4,000 RSF adjacent to the Premises) becomes available during the first five (5) years of the Term, Tenant shall have a right of first offer to lease such space. Landlord shall provide Tenant with fifteen (15) business days to respond to any third-party offer.

**18.8 Patient Access.** Landlord acknowledges that Tenant's patients may include individuals with mobility impairments, wheelchairs, and medical devices. Landlord shall ensure that the Building and Common Areas remain ADA compliant and accessible.

**18.9 Holding Over.** Holdover tenancy shall be month-to-month at one hundred fifty percent (150%) of the last month's Base Rent. Tenant shall provide reasonable notice for patient transition.

**18.10 Counterparts.** This Lease may be executed in counterparts. Electronic signatures are binding.

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the date first written above.

**LANDLORD:**

CHERRY CREEK HEALTHCARE PROPERTIES, LLC

a Colorado limited liability company

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

Name: Margaret A. Sullivan

Title: Managing Member

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

**TENANT:**

SUMMIT ORTHOPEDICS AND SPORTS MEDICINE, P.C.

a Colorado professional corporation

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

Name: Robert J. Martinez, M.D.

Title: President

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF BUILDING**

Lot 3, Block 2, Cherry Creek Medical Campus Subdivision, City and County of Denver, State of Colorado, according to the plat thereof recorded in Plat Book 145 at Page 78, Reception No. 2015-0098765, records of the Clerk and Recorder of the City and County of Denver.

Address: 3300 East First Avenue, Denver, Colorado 80206

Assessor's Parcel Number: 05-234-56-789

**EXHIBIT B**

**FLOOR PLAN OF PREMISES**

[Floor plan to be attached showing:]

- Suite 200, Second Floor
- 8,000 rentable square feet
- Reception/waiting area
- 12 examination rooms
- 2 procedure rooms
- X-ray/imaging suite (lead-lined)
- Physical therapy area
- Cast room
- Medical records storage
- Staff areas and physician offices
- Medical gas outlet locations

## EXHIBIT C

### TENANT IMPROVEMENT WORK LETTER

- 1. Tenant Improvement Allowance.** Landlord shall provide Tenant with a tenant improvement allowance ("TI Allowance") of Seventy-Five Dollars (\$75.00) per rentable square foot of the Premises, for a total of Six Hundred Thousand Dollars (\$600,000.00).
- 2. Application of TI Allowance.** The TI Allowance may be applied to: (a) hard construction costs, including medical-specific improvements (lead lining, medical gas connections, procedure room finishes); (b) architectural, engineering, and medical equipment planning fees; (c) permit fees; (d) cabling and telecommunications; (e) project management (up to 5%); and (f) medical equipment permanently affixed to the Premises (up to 20% of TI Allowance).
- 3. Medical-Specific Improvements.** The TI Allowance specifically contemplates the following medical-specific improvements:
  - (a) Lead-lined walls for X-ray suite per radiation physicist specifications
  - (b) Medical gas connections (oxygen, vacuum, compressed air) in procedure rooms
  - (c) Enhanced plumbing for hand-washing stations per CDC guidelines
  - (d) Procedure room finishes meeting infection control standards
  - (e) Dedicated circuits for medical equipment
  - (f) Nurse call/emergency call system
- 4. Construction Process.** Tenant shall submit space plans within thirty (30) days and construction documents within sixty (60) days. Landlord shall respond within ten (10) business days. Construction shall comply with all healthcare facility codes.
- 5. Excess Costs.** Any costs exceeding the TI Allowance shall be Tenant's responsibility.
- 6. Unused Allowance.** Up to fifty percent (50%) of any unused TI Allowance may be applied as a credit against Base Rent during the first year of the Term.

## EXHIBIT D

### BUILDING RULES AND REGULATIONS

- 1. Patient Access.** Building entrances shall remain accessible to patients, including those with mobility impairments, during Building Hours.
- 2. Medical Waste.** Medical waste shall be stored only in designated medical waste holding areas. Red bag waste and sharps containers shall not be placed in regular trash receptacles.
- 3. Pharmaceuticals.** No pharmaceutical storage in Common Areas. Controlled substances must remain secured per DEA requirements.
- 4. Infection Control.** Tenants performing procedures shall maintain appropriate infection control protocols and shall not create conditions that could spread infection to Common Areas or other tenants.
- 5. Equipment.** Medical equipment shall be transported via freight elevator. Wheelchairs and medical devices used by patients may use passenger elevators.
- 6. Signage.** No advertising signs, flyers, or notices in Common Areas without Landlord approval.
- 7. After-Hours Access.** Building security must be notified of after-hours patient appointments.
- 8. Emergency Procedures.** All tenants shall participate in Building emergency drills and shall maintain current emergency contact information with Building Management.
- 9. Smoking.** The Building is a non-smoking facility. Smoking is prohibited in all areas, including the parking structure.
- 10. Professional Conduct.** All healthcare providers shall maintain professional conduct consistent with a first-class medical office building.