

COMMERCIAL LEASE

**2551 EAST VISTOSO, COMMERCE LOOP ROAD
ORO VALLEY, ARIZONA**

THIS LEASE (“**Lease**”), is made and entered into in multiple counterparts, as of the date set forth on the signature page hereof (“**Effective Date**”) by and between TIA - REAL ESTATE HOLDINGS, LLC, an Arizona limited liability company (“**Landlord**”), whose address is 677 N. Wilmot Road, Tucson, Arizona 85711-2701 and TUCSON IMAGING ASSOCIATES, L.L.C., an Arizona limited liability company (“**Tenant**”), whose address is 677 N. Wilmot Road, Tucson, Arizona 85711-2701.

Landlord leases to Tenant and Tenant leases from Landlord, the real estate located in Pima County, State of Arizona, having a common address of 2551 East Vistoso, Commerce Loop Road, Oro Valley, Arizona 85755, more particularly described in Exhibit A attached hereto and made a part hereof, and any and all buildings (collectively, the “**Building**”) paved areas, landscaping and other improvements thereon, including, but not limited to, any solar panels and related equipment/lines installed upon or appurtenant to the Building (collectively, the “**Premises**”) and the parties for good and valuable consideration agree to the terms, conditions and provisions provided below, together with all improvements, appurtenances, easements, and privileges belonging thereto.

1. **Term; Base Rent.** The initial term of this lease (the “**Initial Term**”) shall commence on the Effective Date (the “**Commencement Date**”), and shall expire on the last day of the month in which the tenth (10th) anniversary of the Commencement Date occurs (the “**Initial Expiration Date**”) at a total annual basic rental which Tenant agrees to pay Landlord in monthly installments on the first day of each calendar month during the Term in such amounts, in U.S. Dollars, as indicated below (“**Base Rent**”) (except that such monthly Base Rent amount for the 1st month of the Term shall be paid by Tenant on the Effective Date). The first lease year of the Initial Term shall commence on the Commencement Date and, if such date shall be on the first day of a calendar month, shall end twelve months thereafter, or, if such date be other than the first day of a calendar month, shall end on the last day of the same calendar month of the first year thereafter, and each succeeding lease year shall be each succeeding twelve month period.

From and after the Commencement Date and continuing to and including last day of the fifth (5th) year of the Initial Term, Base Rent shall increase two percent (2.0%) per year annually, such automatic increase to be effective on the first day of each lease year, as indicated below. From and after the first day of the sixth (6th) year of the Initial Term and continuing for the remainder of the Initial Term, Base Rent shall increase two and one-half percent (2.5%) per year annually, such automatic increase to be effective on the first day of each lease year, as indicated below. Base Rent shall be paid to Landlord without demand, deduction or set off (except as specifically set forth herein, at the above address or such other address as Landlord notifies Tenant in writing (which may be by e-mail) to use.

The Initial Term may be extended in accordance with Article 28 below (at the increased Base Rent provided in such Article) (the Initial Term, together with any such applicable extensions, referred to herein as the “**Term**”).

	Annual Dates/Period	Annual (Monthly) Installment of Base Rent
A Imaging Center – 7,900 s.f.	Year 1	\$202,389.00/yr. (\$16,865.75/mo.)
	Year 2	\$206,436.78/yr. (\$17,203.07/mo.)
	Year 3	\$210,565.52/yr. (\$17,547.13/mo.)
	Year 4	\$214,776.83/yr. (\$17,898.07/mo.)
	Year 5	\$219,072.37/yr. (\$18,256.03/mo.)
	Year 6	\$224,549.18/yr. (\$18,712.433/mo.)
	Year 7	\$230,162.91/yr. (\$19,180.24/mo.)
	Year 8	\$235,916.98/yr. (\$19,659.75/mo.)
	Year 9	\$241,814.90/yr. (\$20,151.24/mo.)
	Year 10	\$247,860.27/yr. (\$20,655.02/mo.)

It is understood that such Base Rent is exclusive of any and all other monetary charges relative to the Premises, including but not limited to utilities, operating expenses, taxes and insurance (subject to Tenant's obligation to pay the same in accordance with Article 3 below), except for such monetary amounts owed by Tenant as a remedy for its default hereunder and such other monetary amounts specifically provided for in this Lease.

2. **Late Payment Charges.** In the event Tenant fails or refuses to pay and discharge, when due, any cost or expense which Tenant has agreed to pay and discharge any Base Rent (subject to any applicable notice requirement and cure periods provided in Article 15 below) or any other additional monetary amount payable by Tenant in accordance with this Lease ("**Additional Rent**"), and Landlord pays any such cost or expense, the amount of such payment made by Landlord, together with a one-time late fee equal to five percent (5%) of the delinquent amount shall be payable by Tenant to Landlord, at the time the next installment of Base Rent is due, and shall be collectible in the same manner as Base Rent. Tenant further agrees that any Rent (defined below) payable hereunder by Tenant to Landlord shall bear interest at a per annum rate equal to Twelve percent (12%) ("**Default Rate**") if not paid when and in the amount due (subject to any applicable notice requirement and cure periods provided in Article 15 below), until paid in full. If Landlord receives two (2) or more checks from Tenant which are returned by Tenant's bank for insufficient funds, Tenant agrees that all future checks shall be either bank certified or cashiers' checks. All bank service charges resulting from bad checks shall be paid by Tenant upon demand.

As used in this Lease, "**Rent**" shall mean and include all Base Rent and any Additional Rent. Unless otherwise specially specified in this Lease, any Additional Rent owed by Tenant to Landlord pursuant to this Lease shall be payable within ten (10) business days after Tenant's receipt of written demand from Landlord.

3. **Triple Net Lease; Public Utilities.**

(a) It is understood and hereby agreed by Landlord and Tenant that this is a “triple-net” lease, meaning that except as may otherwise be expressly provided in this Lease, the Base Rent payable by Tenant hereunder shall be absolutely net to Landlord of all costs and expenses incurred in connection with the management, operation, maintenance, repair and restoration of the Premises. Except as may otherwise be expressly provided in this Lease, Landlord shall have no obligations or liabilities whatsoever with respect to the management, operation, maintenance, repair and restoration of the Premises during the Term, and Tenant shall manage, operate, maintain, repair and restore the Premises in accordance with this Lease and pay all costs and expenses incurred in connection therewith. Without limiting the generality of the foregoing, throughout the entire Term of this Lease, Tenant shall maintain, and pay all premiums for insurance in accordance with Article 4 below, and subject to such Articles 3(b) and 14(a) below, respectively, all utility charges and also all Real Estate Taxes (as such term is defined below) that accrue during or are allocable to the Term of this Lease.

(b) Tenant agrees to pay such charges when due for all utility services (including, but not limited to, gas, water, electric, sewer and septic) used in the Premises during the Term. Tenant shall make payment of all utilities and services directly to the applicable provider, which shall include but is not limited to gas, electric, water, sewer, telephone service, cable television service, refuse/janitorial service, snow removal and all other utilities and services supplied to the Premises. Where applicable (such as is the case relative to janitorial, snow plowing, pest control and/or landscaping services), Tenant shall contract with providers of its choice to provide such services during the Term. Water and sewer services are included in the foregoing Building services and will be provided through available public utilities. Tenant shall place the utilities in its name from and after the commencement of the Term. Landlord shall be responsible for all utility bills accruing as to the Premises prior to the Commencement Date, and subsequent to the expiration or earlier termination of the Term (and Landlord will promptly reimburse to Tenant any utility payment made by Tenant for periods accruing outside of the Term (prorated for any partial month). In the event the utility company requires that a prior bill be paid in order to establish service in Tenant's name, Landlord shall pay such bill prior to the Commencement Date or as soon thereafter as is reasonably practicable. Any amount paid by Landlord for such utilities that were incurred subsequent to the Commencement Date (but prior to such utility being placed in Tenant's name), shall be reimbursed to Landlord by Tenant within ten (10) days following receipt of an invoice therefor. Throughout the Term, Tenant shall, at Tenant's sole cost and expense, supply the Premises with electricity, heating, ventilating and air conditioning, water, natural gas, lighting, replacement for all lights, restroom supplies, telephone service, window washing, security service, janitor, scavenger and disposal services (including hazardous waste disposal), and such other services as Tenant determines to furnish to the Premises.

The failure of any such services, any cessation, malfunction, fluctuation, variation, or interruption thereof, or any breakdown or malfunction of equipment in the Building resulting from causes beyond the reasonable control of Landlord shall not render Landlord liable in any respect for damages, direct or consequential, to either persons or property, nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof. In the event of any interruption, reduction or failure of

utility service(s) to the Premises, Landlord shall cooperate with Tenant in good faith to reinstate utility service(s) to the Premises.

4. **Mutual Indemnity; Insurance Obligations.**

(a) Tenant agrees to indemnify and save and hold Landlord harmless from and against, and shall defend Landlord from and against any and all third-party Claims (as defined in Article 5 below) arising from (i) Tenant's use of the Premises, (ii) any negligent act or omission, or intentional misconduct of Tenant, or its agents, employees, tenants, contractors, invitees or assigns (each a “**Tenant Party**”), (iii) the violation by Tenant or any Tenant Party of any law, ordinance or statute, or (iv) Tenant's failure to comply with the terms and conditions of this Lease, to the extent the same and Landlord's liability and cost of defense is not fully covered by insurance.

Landlord agrees to indemnify and save and hold Tenant harmless from and against, and shall defend Tenant from and against any and all third-party Claims arising from (x) any negligent act or omission, or intentional misconduct of Landlord, or its agents, employees, tenants, contractors, invitees or assigns (each a “**Landlord Party**”), (y) the violation by Landlord or any Landlord Party of any law, ordinance or statute, or (z) Landlord's failure to comply with the terms and conditions of this Lease, to the extent the same and Tenant's liability and cost of defense is not fully covered by insurance.

(b) (i) During the Term, Tenant at its own cost and expense shall provide and keep in force in such form as shall be satisfactory to the Landlord, the following insurance coverages:

(1) Comprehensive public liability and property damage insurance with respect to the operation of the Premises, protecting Landlord (and naming the Landlord as an additional insured) against any and all liability (including, but not limited to, liability for property damage, death or bodily injury). Such insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of the Landlord, and shall include contractual liability coverage to insure its indemnity obligations set forth in this Article 4 above. The minimum limits of liability applying exclusively to the Premises shall be a combined single limit with respect to each occurrence in an amount of not less than \$3,000,000.00 and with general aggregate limits of not less than \$5,000,000 for each policy year, which limits may be satisfied by any combination of primary and excess or umbrella per occurrence policies (and with a deductible not to exceed \$25,000.00); provided, however, that Landlord shall retain the right to require Tenant to increase such coverage from time to time to that amount of insurance which in Landlord's reasonable judgment is then being customarily required by landlords for similar office space in comparable buildings in Pima County, Arizona. Prior to the Commencement Date and prior to the commencement of each calendar year during the Term, Tenant shall provide to Landlord a written certificate of insurance from Tenant's insurance provider evidencing such coverages required in this Subsection (1), and naming Landlord (and any current Mortgagee (as defined in Article 29 below) whose name has been furnished to Tenant) as additional insureds thereon;

(2) Special form coverage insurance covering the Building and the other improvements on the Premises to the extent of not less than 100% of replacement value of the Building, against loss or damage to the Premises by fire and all other risks of physical loss (including earthquake and flood) covered by insurance of the type now known as “all risk” (and with a deductible as to fire coverage not to exceed \$25,000.00, and deductible not to exceed \$100,000.00 with respect to flood/water, wind, and earthquake coverage). The proceeds from any such insurance shall be utilized to rebuild and repair the Premises as provided in Article 13 hereof. Prior to the Commencement Date and prior to the commencement of each calendar year during the Term, Tenant shall provide to Landlord a written certificate of insurance from Tenant’s insurance provider evidencing such coverages required in this Subsection (2), and naming Landlord as a named insured thereon, and loss payee;

(3) All Risks or Special Causes of Loss Form, such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of, insuring all movable equipment, trade fixtures, inventory, fixtures, and personal property belonging to Tenant which are installed or stored in the Premises by Tenant and are not permanently affixed to the Premises (collectively, “**Tenant’s Property**”), and all Alterations;

(4) Business Interruption and extra expense insurance in such amounts to reimburse Tenant for direct or indirect loss attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises or the Building as result of such perils;

(5) Workers’ Compensation Insurance in accordance with statutory Law; and

(6) Employers’ Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) per accident, One Million Dollar (\$1,000,000) disease policy limit and One Million Dollar (\$1,000,000) disease limit each employee.

(c) Any insurance carried or required to be carried by Tenant pursuant to this Lease, at Tenant’s option may, be carried pursuant to a master policy of insurance or so-called blanket policy of insurance covering other locations of Tenant or its corporate affiliates, or any combination thereof. Such liability insurance varied by Tenant shall be primary and not contributing to any insurance available to Landlord and Landlord’s insurance shall be in excess thereto. The policies required to be maintained by Tenant shall be with companies rated A-VIII or better by A.M. Best. Insurers shall be licensed to do business in the state in which the Premises are located, and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed Twenty-Five Thousand Dollars (\$25,000), except as otherwise expressly provided above to the contrary. Any Tenant’s insurance covering the Alterations against damage by fire or other Casualty shall name Landlord as an additional insured as to such specific coverage and provide that any loss to any of the Alterations shall be adjusted jointly with Landlord and Tenant and that Landlord shall be named as a loss payee (and the certificate of such insurance provided to Landlord pursuant to this Paragraph shall indicate the same). Landlord may, by notice to Tenant, require an increase in policy limits or require that Tenant carry other forms of insurance; provided that the same are commercially reasonable

and consistent with the insurance requirements of owners of comparable buildings in Pima County, Arizona. In the event Tenant does not purchase the insurance required by this Lease or keep the same in full force and effect, and does not cure such failure within ten (10) business days following Tenant's receipt of written demand from Landlord, then Landlord may, but shall not be obligated to purchase the necessary insurance and pay the premium and Tenant shall repay to Landlord, as Additional Rent, the amount so paid by Landlord within ten (10) business days following written demand.

(d) All premiums and charges for all the policies of insurance referred to in subparagraph (b) above shall be paid by the Tenant and if the Tenant shall fail to make any such payment when due, or carry any such policy, the Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount paid by the Landlord, with interest, shall be repaid to the Landlord by the Tenant within ten (10) business days following Tenant's receipt of written demand from Landlord, and all such amounts so repayable together with interest at the Default Rate, shall be considered as Additional Rent, for the collection of which the Landlord shall have all of the remedies provided in this Lease or by law provided for the collection of Rent. Payment by the Landlord of any such premium or the carrying by the Landlord of any such policy shall not be deemed to waive or release any Default (as defined in Article 15).

(e) At least ten (10) days prior to the expiration of any policy of insurance referred to in subparagraph (i) above, the Tenant shall deliver to the Landlord evidence of such insurance and that such coverage is effective. If commercially available, any certificate or binder evidencing insurance shall provide that at least ten (10) days written notice of any change in or cancellation of insurance coverage shall be given by the insurance company to the Landlord, but in any event, Tenant shall provide such notice to Landlord.

(f) The Tenant shall not violate or permit to be violated any of the conditions or provisions of any policy of insurance referred to in subparagraph (a) above, and the Tenant shall so perform and satisfy the requirements of the company or companies writing such policies of insurance that at all times companies of good standing satisfactory to the Landlord shall be willing to write and continue such insurance.

(g) Landlord may, in its discretion, also carry special form coverage insurance covering the Building and/or other improvements in the Premises to the extent of not less than 100% of replacement value, with companies which are authorized to do business in the State of Arizona and governed by the regulatory authority which establishes maximum rates in the vicinity. Landlord shall during the continuance of the Term procure and continue in effect public liability and property damage insurance with respect to the Premises covering liability for death or bodily injury or property damage in any one accident, mishap or casualty and the amount of such coverage shall be that which is commercially reasonable in the vicinity for buildings the same type as the Building.

(h) The Tenant and the Landlord shall cooperate with each other and with the appropriate insurance carriers in connection with the collection of any insurance monies that may be due in the event of loss.

5. **Authorized Occupancy and Use.**

(a) Landlord agrees that Tenant may occupy and use the Premises during the Term as medical and administrative offices and for the purposes of performing diagnostic and interventional radiology procedures, or subject to any applicable Superior Agreement (as defined in Article 29 below) providing other medical services, and for no other purpose without the written consent of Landlord (the “**Permitted Use**”).

Without limiting the generality of the foregoing, throughout the Term, Tenant shall comply with any and all federal, state, county and local governmental and municipal laws (including common laws), statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative or judicial organization or agency of competent jurisdiction, including the Americans with Disabilities Act (“**ADA**”), applicable to the Premises (collectively, “**Law(s)**”) and Tenant shall obtain and maintain throughout the Term, any business licenses or permits required by any governmental body for the conduct of its business within the Premises.

Landlord and Tenant each acknowledge that the Premises are a place of “public accommodation” and Landlord represents and warrants that to its actual knowledge, and without having made due inquiry, the Premises is, as of the date hereof, currently accessible, if and to the extent as may be required by the ADA or other accessibility Laws, and is otherwise in compliance with all applicable Laws. Throughout the Term, if it is discovered or determined that the Premises was not, as of the Effective Date, not in compliance with some aspect or requirement of the ADA or other applicable laws that were in effect as of the effective date, then if and to the extent an alteration to the Premises or other steps are then required to return the Premises to compliance, Landlord shall cause the same, at Landlord’s sole cost and expense. Throughout the Term, in the event of any additions to, or change in the interpretation or content of the ADA or other applicable Laws, or with respect to any new applicable Law, any of which would require alterations to the Premises or other steps, Tenant shall make such alterations, at Tenant’s sole cost and expense. Within ten (10) days after receipt, Tenant shall provide Landlord with copies of any notices it receives regarding a violation or alleged violation of any Laws. Notwithstanding the foregoing, Tenant shall have the right to contest, in good faith, any alleged violation, including, without limitation, the right to apply for and obtain a waiver or deferment of compliance, the right to assert any and all defenses allowed by applicable Law and the right to appeal any decisions, judgments or rulings to the fullest extent permitted by applicable Law. Tenant, after the exhaustion of any and all rights to appeal or contest, will make all repairs, alterations or improvements necessary to comply with the terms of any final order or judgment, or Tenant shall reimburse and compensate Landlord for all expenditures made by, or damages or fines sustained or incurred by, Landlord due to any violations of Laws by any Tenant Party with respect to the Premises.

(b) The Premises may not be used in any manner which (i) violates the terms of or increases the rate of, any of Landlord’s insurance policies; (ii) prevents Landlord from obtaining such policies of insurance acceptable to Landlord or any Landlord’s Mortgagee (as defined in Article 29 below); or (iii) contravenes the rules, regulations and recommendations of Landlord’s

insurance companies, the Fire Insurance Rating Organization or any similar body having jurisdiction over the Premises or the National Board of Fire Underwriters or any similar body exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions; (iv) would violate any covenant, agreement, term, provision or condition of this Lease, or which is in contravention of the certificate of occupancy or zoning ordinances pertaining to the Building; (v) would alter, affect or interfere with or would overload the electrical, mechanical, HVAC and/or life safety systems in the Building or any other component of the Building, or would exceed the floor load per square foot which the floor was designed to carry and which is allowed by Law; or (vi) would, in Landlord's reasonable judgment, in any way impair or tend to impair or exceed the design criteria, structural integrity, character, reputation or appearance of the Building. If, solely as the result of Tenant's acts, the rate of any insurance carried by Landlord on or with respect to the Building or its contents, or the Premises, increases, then Tenant shall not be in Default, however, if Tenant shall promptly pay to Landlord the amount of such increase on demand as Additional Rent. Tenant shall not commit or permit any waste, nuisance, act or thing against public policy, or which may unreasonably disturb Landlord or any other tenant or occupant of the Building. No Tenant Party shall deface or damage the Building in any manner. Tenant shall comply, and shall cause all Tenant Parties to comply, with the Rules and Regulations attached hereto as Exhibit B, and incorporated herein, and such revised or additional reasonable rules and regulations adopted by Landlord during the Term (provided (i) Tenant receives prior written notice thereof, (ii) such modification is reasonable and does not materially interfere with Tenant's use of the Premises, (iii) such modification does not materially increase Tenant's obligations hereunder or decrease Tenant's rights hereunder or require Tenant to spend any money (other than de minimis amounts) and (iv) in the event of any conflict between this Lease and any such modification, this Lease shall govern and control). Landlord reserves the right at any time and from time to time to rescind, alter, or waive, in whole or in part, any of these Rules and Regulations when it is deemed necessary, desirable, or proper, in Landlord's judgment, for its best interest or for the best interest of the tenants of the Building; provided, however, that Landlord covenants that Landlord shall enforce any and all such Rules and Regulations equitably among all tenants in the building where the Premises are located.

(c) Notwithstanding anything contained in this Lease to the contrary, nothing contained in this Lease shall be construed to obligate Tenant to open for business nor to obligate Tenant (or its successors or assigns) to occupy or operate its business in the Premises; provided, however, that it is hereby acknowledged and agreed that any and all terms, obligations, warranties and covenants made and provided for in this Lease shall persist and continue to be in effect notwithstanding any such vacancy period, and furthermore that no such vacancy shall be deemed to excuse Tenant from the payment of Rent or the performance any other obligation of Tenant accruing under the Lease, nor to perform or comply with any and all obligations and covenants of Tenant under this Lease.

If no business is conducted on, in, at or from the Premises for a continuous period in excess of six (6) months (except by reason of strikes, fire, casualty or other causes beyond reasonable control of Tenant, except by reason of repairs or remodeling and except by reason of assignment or subletting otherwise permitted under this Lease), Landlord shall have the right and option to terminate this Lease upon notice to Tenant, effective on the thirtieth (30th) day

following receipt of such notice; provided, however, that if Tenant shall commence to conduct on, in, at or from the Premises during such period when Landlord shall have the option pursuant to this Article 5 to terminate this Lease, Landlord's prior exercise of its right under this Article 5 shall be null and void and of no force and effect (provided, however that the foregoing does not delete this section or prevent Landlord from subsequently terminating the Lease pursuant to this Section in the event business should thereafter once again cease to be conducted on, in, at or from the Premises).

6. **Environmental Matters.**

(a) Tenant shall (i) not, nor shall Tenant allow any person in the Premises or any Tenant Party in the Building to manufacture, use, store, handle, transport or Release any Hazardous Materials (as hereinafter defined), except for Hazardous Materials contained in commonly used cleaning and office products maintained by Tenant in de minimis quantities, if, and only if (1) such Hazardous Materials are used in strict compliance with all Applicable Environmental Laws (as hereinafter defined), and the manufacturer's instructions therefor, and (2) Tenant immediately gives Landlord written notice of all such use of Hazardous Materials, (ii) at its sole cost and expense comply (and be responsible for the compliance of all Tenant Parties or any other persons occupying, present on, or removing any Hazardous Materials from the Premises) with all Applicable Environmental Laws, (iii) upon Tenant's receipt of all reports, citations, notices and other writings regarding any Hazardous Materials on, under, about or migrating from the Premises or the Building (or if written by Tenant, upon its writing) immediately notify and provide a copy of same to Landlord, and (iv) with respect to all Hazardous Materials Released on, under, about or migrating from the Premises or the Building, at Tenant's sole cost and expense, immediately: (A) notify Landlord of same, (B) remove such Hazardous Materials from the Premises, the Building and all other property on, under or about which the Hazardous Materials have migrated, (C) dispose of such Hazardous Materials in compliance with all Applicable Environmental Laws, and (D) remediate and repair all damages arising from such Release.

(b) If Landlord performs any removal of Hazardous Materials or remediation and repair which Tenant has failed to remove and dispose of in compliance with this Article 6, Tenant shall immediately reimburse Landlord for all actual, reasonable costs incurred by Landlord, at any time, associated with such activities. Tenant shall reimburse to Landlord such costs as those costs are incurred by Landlord.

(c) Tenant shall, at its sole cost and expense, protect, defend, indemnify, save and hold the Landlord Parties harmless from and against any and all claims for damages to persons or property, or for loss of life (including, without limitation, fines, demands, judgments, loss, penalties, costs, expenses administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind and all costs and expenses (collectively, "**Claim(s)**") arising directly or indirectly, in whole or in part, out of (i) any Hazardous Materials on, under, about or migrating from the Premises resulting from any act or omission of any Tenant Party, (ii) all activities conducted on or off the Premises, at any time, in connection with all Hazardous Materials, by any Tenant Party or any third persons at any time occupying or present on the Premises, (iii) any failure on the part of any Tenant Party or any

third party occupying the Premises to perform or comply with the terms and conditions of this Article 6, and (iv) the negligence or intentional misconduct of any of the Tenant Parties (each a **“Tenant Caused Environmental Condition”**). Notwithstanding anything to the contrary contained in this Lease, under no circumstance shall Tenant be liable for any Claims arising out of or in connection with any Hazardous Materials, except to the extent the same is a Tenant Caused Environmental Condition. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in the Premises by Tenant or any Tenant Party, except in compliance with applicable law, without the prior written consent of Landlord, which consent shall not be unreasonably withheld as long as Tenant demonstrates to Landlord's reasonable satisfaction that such hazardous material is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such hazardous materials so brought upon or used or kept in or about the Premises. The term **“Hazardous Materials”** shall mean (i) all petroleum products and constituents, and (ii) all substances and materials defined as a hazardous substance, hazardous waste or otherwise considered unsafe for human health or the environment by any federal, state or local governmental law, rule, regulation, ordinance, or guidance document, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (**“CERCLA”**), 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601, et seq.; the Clean Air Act, as amended, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended by The Clean Water Act of 1977 PL 92-500, et seq., as amended, the Occupational Safety and Health Act, as amended, 29 U.S.C. 651 et seq., and the regulations adopted and publications promulgated pursuant to said laws, ordinances, rules, regulations and guidance documents. The phrase **“Applicable Environmental Laws”** shall mean all federal, state and local laws, regulations, ordinances, rules, orders and guidance documents concerning or relating to the presence, release, use, generation, storage, handling, transportation or disposal of Hazardous Materials. The term **“Release”** shall mean the release or the threatened release of any Hazardous Materials into or upon any land or water or air, or otherwise into the environment, including, without limitation, by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, escaping, emptying, placement and the like.

Landlord and Tenant each agree to indemnify, defend and hold the other harmless from any and all Claims, including, but not limited to, attorney's fees, consultants fees and experts fees, which arise during or after the Term as a result of any breach or violation by it of this provision. This indemnification shall survive the termination of this lease.

7. **Condition of Premises.** Tenant agrees that Tenant has examined the Premises prior to signing this Lease and is familiar with the condition of the Premises, and that the same are accepted, as of the Effective Date, “as is” with no repairs or modifications. Tenant agrees that except as specifically provided in this Lease, (i) no representations or warranties as to the condition of the Premises have otherwise been made by or on behalf of Landlord, and (ii) no promise or agreement to hereafter repair or improve the same has been made by or on behalf of Landlord.

8. **Landlord Access; Landlord's Reserved Rights.**

(a) Landlord, and its agents and employees, shall on no less than twenty-four (24) hours prior written notice (which may be via e-mail) be granted access to the Premises during business hours (or without prior notice and at any time, in the event of an emergency) to examine or exhibit the same (but for purposes of marketing/exhibiting the same to prospective replacement tenants, only within the last six (6) months of the Term), or to make repairs to the Premises or perform such other acts which Landlord is required to do hereunder, or which Landlord is permitted to do hereunder, and deems necessary; provided, however, that in accessing the Premises pursuant to this Article 8, Landlord shall, in any event, use commercially-reasonable efforts to avoid, minimize and mitigate (i) any damage in/to the Premises or any of Tenant's property therein, and (ii) any interference with the operation of Tenant's business or Tenant's right of quiet enjoyment pursuant to Article 27 below.

(b) Landlord reserves the following additional rights (collectively, the "**Building Rights**") for itself, and its agents, representatives, employees and contractors, which may be exercised without notice (except as otherwise expressly provided below) and without liability to Tenant for damage or injury to property, person or business, and the same shall not constitute a termination of this Lease, or constitute an actual or constructive eviction or disturbance of Tenant's use or possession of the Premises, or entitle Tenant to any claim for setoff or abatement of Rent or relieve Tenant from the performance of any of Tenant's obligations under this Lease:

- (i) [Intentionally Deleted];
- (ii) To evacuate the Building for cause, suspected cause, or for drill purposes;
- (ii) To install and maintain signs on the exterior and interior of the Building;
- (iv) To retain at all times and to use in appropriate instances pass keys/cards to the Premises;
- (v) [Intentionally Deleted];

(vi) To take such reasonable measures as Landlord deems advisable for the security of the Building and its occupants. Notwithstanding the foregoing, Landlord shall have no obligation to provide any additional safety or security devices, services or programs for Tenant or the Building and shall have no liability for failure to provide the same or for inadequacy of any measures provided. However, Landlord may institute or continue such safety or security devices, services and programs as Landlord in its reasonable discretion deems necessary. The costs and expenses of instituting and maintaining such devices, services and programs shall be borne by Tenant. The parties acknowledge that safety and security devices, services and programs provided by Landlord, if any, while intended to deter crime and enhance safety, may not in given instances prevent theft or other injurious acts or ensure safety of parties or property. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Tenant with respect to Tenant's Property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection

against such acts and other losses. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by Law;

(vii) In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Landlord reserves the right to limit or prevent access to the Building during the continuance of same, shut down services, activate emergency controls, or otherwise take such action or preventive measures deemed necessary by Landlord for the safety of the tenants or other occupants of the Building or the protection of the Building and the property in the Building

(viii) Exclusive use of the roof (except to the extent access thereto is required by Tenant to repair, maintain and/or repair pursuant to Article 9 below, and except with the express written consent of Landlord), exclusive use of (and title to) air rights above the Premises and outside the demising walls of the Premises;

(ix) To exclusive use of the Building name (and/or any other trade names and/or marks of Landlord or any affiliate of Landlord) and the goodwill associated therewith, and all rights with respect thereto. None of the Tenant Parties shall be entitled to, or use the Building Rights, or any pictures, illustrations or likenesses of the Building or any symbol, design, mark or insignia adopted by Landlord for the Building, in Tenant's advertising or other publicity or for any purpose (other than as the address of the business to be conducted by Tenant in the Premises), without the prior written consent of Landlord.

(x) This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease.

In exercising its rights under this Article 8 Landlord will use reasonable efforts to minimize any interference with Tenant's use or occupancy of the Premises, provided that Landlord will not be obligated to provide overtime labor or perform work after normal business hours.

9. **Repair and Maintenance Obligations.** Tenant agrees that Tenant will, at Tenant's own expense, maintain, repair and replace the interior and exterior of the Premises in a good, clean and neat condition, including but not limited to windows, doors, glass, heating, ventilating and air conditioning systems, wells, if any, septic systems, if any, solar panels and related equipment and lines, if any, and the exterior and grounds of the Premises, including the performance of such repairs, maintenance or replacements as necessary to keep all electrical, mechanical and plumbing systems fully operational. Such work shall be performed in a good and workmanlike manner using materials of high quality, by duly qualified and sufficiently bonded contractors, licensed in the State of Arizona. Landlord reserves the right to approve or disapprove of such contractors, in its reasonable discretion. At the end of the Term, Tenant will deliver possession of the Premises to Landlord in the same condition as the beginning of the Term, reasonable wear and tear excepted. As part of the foregoing obligations, Tenant shall be responsible, at its sole expense, for any necessary maintenance, repair and or replacement of/to the roof (including roof

membranes, gutters and downspouts, and any solar panels or other equipment thereon), foundations, load-bearing walls, or any other structural aspect of the Building.

Notwithstanding the foregoing, at any time during the Term, Landlord may elect to commence to perform any or all of such obligations described in the preceding Paragraph. Tenant shall thereafter pay to Landlord, from time to time, during the Term and within ten (10) business-days following Tenant's receipt of written demand from Landlord (accompanied by a paid bill or photocopy thereof), the entirety of the actual costs of such work so paid by Landlord, and all such amounts so repayable together with interest at the Default Rate, shall be considered as Additional Rent, for the collection of which the Landlord shall have all of the remedies provided in this Lease or by law provided for the collection of Rent. However, the costs of such maintain, repair and replace work for the year in which Tenant commences paying fixed rent (or for the partial year during which Landlord so elected to commence to perform such work pursuant to this Paragraph) shall be prorated so that Tenant shall pay only such part thereof as pertains to the period commencing on the Commencement Date (or commencing upon such election by Landlord). The costs of such maintain, repair and replacement work accruing during the year in which this Lease expires or is terminated shall be prorated between so that Tenant shall pay only such part thereof as pertains to the period commencing on January 1st and ending on the date this Lease expires or is terminated. In no event shall Tenant be required to any such expenses pertaining to any period prior to the commencement of the Term, or subsequent to the expiration or earlier termination of the Lease.

10. **Alterations to Premises; Surrender.**

(a) Tenant shall not perform any alteration, improvement, addition or installation (including, without limitation, pipes, ducts, conduits, plumbing, wiring, floors, installations of any electronic, phone and data cabling and related equipment) in or to the Premises (collectively, "**Alterations**") without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed; provided, however, that Tenant shall not require Landlord's consent for any minor, interior and cosmetic changes, including the installation of partitions, floors, decorations, painting, carpeting, lighting, furniture or fixtures and minor electrical work (installation of fans, outlets, etc.); however, even though Landlord's consent is not required, the performance of such work shall be subject to all the other provisions of this Article 10. Any Alterations shall, when made, become a part of the Premises and remain thereon as the property of the Landlord at the termination of this Lease (but this clause shall not apply to movable fixtures or furniture of Tenant) unless: (i) otherwise stated in this Lease or separately agreed to by the Parties; or (ii) the Landlord notifies the Tenant in writing at the time that Landlord consents to any such Alterations, in which case the Tenant may be required to remove such specified improvements prior to the expiration or earlier termination of the Lease, unless otherwise agreed. Notwithstanding the foregoing, to the extent Landlord should desire that Tenant remove any such Alteration for which consent is required hereunder, Landlord shall notify Tenant of such obligation to so remove the same as an express condition to such written consent and Tenant shall not be required to remove any such Alterations that do not require Landlord consent.

Landlord may withhold its consent required hereunder to any Alteration that (1) could affect the Building's structure or its HVAC, plumbing, electrical, mechanical and/or life safety systems (and/or solar panels and related equipment/lines, as applicable), (2) requires work to be performed inside the walls or above the ceiling of the Premises, (3) could affect the exterior of the Building or of any common areas of the Building, or (4) may put Landlord in violation of any covenant contained in any Mortgage (as defined in Article 29), or in any other Superior Agreement.

(b) Prior to starting any work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of contractors and subcontractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems, roof or structure); copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance with types of coverage and amounts required by Landlord; and any security for performance that is reasonably required by Landlord. All such work must: (i) be performed at Tenant's expense and only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord (to the extent Landlord's consent for such Alteration is required hereunder) and all applicable Laws; (ii) be constructed in a good and workmanlike manner using materials of high quality, and shall not damage the Building or any components of the Building, or any other part of the Premises; (iii) comply with Landlord's reasonable requirements and Building standards; (iv) be performed by duly qualified and sufficiently bonded contractors, licensed in the State of Arizona; and (v) be performed without interference with the operation of Landlord or any other occupants of the Building. Landlord's approval of the plans and specifications is not a representation by Landlord that such Alterations comply with any Law.

Tenant shall not be required to pay to Landlord any construction management fee or other similar fees in connection with any Alterations; provided, however that if and to the extent any cost/fee should be incurred in obtaining any 3rd party approval for any Alterations proposed by Tenant hereunder, including, but not limited to an approval, license or permit from any governmental entity, or the approval of a Mortgagee or other party(ies) whose consent is so required under the applicable terms of any Superior Agreement, Tenant shall be solely responsible for the payment of any such cost/fee (or, at Landlord's option, to reimburse Landlord for the payment thereof within five business days of Landlord's submittal of a bill therefore, accompanied by sufficient supporting evidence). To the extent Landlord's consent is required under this Article 10, Tenant's timely payment of any such fees/costs shall be an express condition of Landlord's consent.

(c) Upon the expiration or sooner termination of this Lease, Tenant shall (i) surrender possession of the Premises to Landlord in broom clean condition and in good order, condition and repair, ordinary wear and tear, and damage by casualty and condemnation excepted, (ii) deliver all keys/pass cards to the Premises and all locks therein to Landlord, (iii) make known to Landlord the combination of all combination locks in the Premises and the code to any security system, and (iv) remove all of Tenant's Property and repair all damage caused by such removal. All Alterations, nontrade fixtures, equipment and wiring, except Tenant's Property, made in or upon the Premises, whether placed there by Landlord or Tenant, shall be Landlord's property and shall remain upon the Premises and be surrendered in good condition and repair, all without

compensation, allowance or credit to Tenant, unless Landlord notifies Tenant that any of such items must be removed by Tenant (and Tenant shall repair all damage caused by such removal) when Tenant vacates the Premises, provided Landlord may require Tenant to remove only those items installed by Tenant for which Landlord approval was required hereunder and which Tenant failed to obtain, or for which Tenant did obtain Landlord's prior approval but which at the time of such approval Landlord indicated to Tenant that Landlord may require removal at the end of the Term. Notwithstanding the foregoing, if Tenant's removal and restoration work would damage or otherwise affect the structure of the Premises or the Building, Landlord may, at its option, elect to perform such removal and restoration work, at Tenant's sole cost and expense, in which case Tenant shall reimburse Landlord therefor upon demand.

11. **Mechanic's Liens.** Tenant shall not allow or permit the filing of any mechanic's or other lien against the Premises or any portion thereof. Should any such lien be filed on account of any labor or services performed for or furnished to Tenant, or its agents or employees, or any subtenant, Tenant shall cause the same to be removed and discharged within thirty (30) days following the date on which Tenant becomes aware (or should reasonable have become aware) of the filing of such lien.

12. **Sublease or Assignment of Lease.**

(a) Except with respect to a Permitted Transfer (as defined in Article 12(c) below), Tenant shall not sell, assign, encumber, pledge, hypothecate, mortgage or transfer this Lease or any interest therein, sublet all or any part or permit the occupancy or use by others of the Premises or any part thereof, or allow any transfer hereof of any lien upon Tenant's interest by operation of law or otherwise (collectively, a "**Transfer**" and the person to whom Tenant's interest is transferred shall be referred to as a "**Transferee**.")) without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. For purposes of this Article 12, a Transfer shall include any change in the control of Tenant or any guarantor, if the same is a corporation (other than a corporation listed on a "national securities exchange," as defined in the Securities Exchange Act of 1934), a limited liability company or a partnership. If Tenant shall sublet the Premises or any part thereof, Tenant shall be responsible for all actions and neglect of the subtenant and its officers, partners, employees, agents, guests and invitees as if such subtenant and such persons were employees of Tenant. Except as expressly set forth in Article 12(d), nothing in this Article shall be construed to relieve Tenant from the obligation to obtain Landlord's prior written consent to any proposed Transfer. Notwithstanding anything in this Lease to the contrary, Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer or if Landlord commits any other default under this Article 12, and Tenant's sole remedy shall be an action to enforce any such provision through injunctive relief.

In determining whether to grant or withhold its consent to a proposed Transfer, Landlord may consider any reasonable factor. Without limiting the conditions that may be construed as a reasonable factor, the parties hereby agree that it shall be reasonable under this Lease and under any applicable Law for Landlord to withhold consent to any proposed Transfer where one or more of the following apply: (i) with respect to an assignment only, the proposed Transferee does not have sufficient financial worth to fully and timely discharge all of the then remaining

obligations of Tenant under this Lease; (ii) the proposed Transferee is not of sound business reputation; (iii) the use of the Premises by the proposed Transferee will not be the Permitted Use or would result in a violation of another tenant's rights or of an agreement by which Landlord is bound; (iv) the proposed Transferee does not have sufficient experience to successfully undertake its business at the Premises; (v) the proposed Transferee occupies other premises in the Building; (vi) the proposed Transferee has delivered a letter of intent to Landlord or Landlord's agent to lease space in the Building; (vii) the proposed Transferee is actively negotiating with Landlord or Landlord's agent to lease space in the Building; (viii) the Transferee is a governmental agency or instrumentality thereof; (ix) any portion of the Building or Premises would likely become subject to additional or different Laws as a consequence of the proposed Transfer; (x) Landlord is not able to obtain the consent of any third parties having approval rights; (xi) Landlord has had prior unsatisfactory dealings with the proposed Transferee; (xii) Tenant is then in Default of any obligation of Tenant under this Lease beyond any applicable notice and cure period; or (xiii) such proposed Transferee (or such proposed Transfer itself) violates, or shall cause Landlord to be in violation of any covenant or term in or of any Mortgage, or any other Superior Agreement.

(b) Except with respect to a Permitted Transfer, Tenant shall provide Landlord, at least sixty (60) days prior to the effective date of any such Transfer, with a notice of intent to Transfer ("**Transfer Request**"), which must contain (i) the name and address of the proposed Transferee, (ii) a reasonably detailed description of such Transferee's business, (iii) detailed financial references for such Transferee, (iv) a true and complete copy of the proposed Transfer and all related documentation, and (v) such other information as Landlord may reasonably require. Within thirty (30) days after Landlord's receipt of Tenant's Transfer Request and all of the information required pursuant to this Section, Landlord shall notify Tenant in writing that Landlord has elected to (1) terminate this Lease pursuant to Article 12(d) ("**Notice of Transfer Termination**"), or (2) consent to such proposed Transfer (subject to the provisions hereof), or (3) withhold consent to such proposed Transfer. Concurrently with Tenant's Transfer Request, Tenant shall pay to Landlord a flat administrative fee of Five Hundred Dollars (\$500.00) for any request to Transfer, provided that Tenant does not request any changes to this Lease or Landlord's standard form of consent in connection with the proposed Transfer.

Furthermore, if and to the extent any cost/fee should be incurred in obtaining any 3rd party approval for any Transfer proposed by Tenant hereunder, including, but not limited to the approval of a Mortgagee or other party(ies) whose consent is so required under the applicable terms of any Superior Agreement, Tenant shall be solely responsible for the payment of any such cost/fee (or, at Landlord's option, to reimburse Landlord for the payment thereof within five (5) business days of Landlord's submittal of an invoice therefore, accompanied by sufficient supporting evidence). To the extent Landlord's consent is required under this Article 12, Tenant's timely payment of any such fees/costs shall be an express condition of Landlord's consent.

(c) Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under this Lease or sublet all or a part of the Premises to an Affiliate of the Tenant or to any successor to Tenant by purchase, merger, consolidation or reorganization, or a change in control of Tenant or Tenant's parent may occur (hereinafter collectively referred to as

“**Permitted Transfer**”) without the consent of Landlord, provided (A) in the case of a Transfer (other than change of control of US Radiology Specialists Intermediate Holdings Inc. or any parent thereof) (i) Tenant is not then in Default under this Lease (beyond notice and any applicable cure period); (ii) if such proposed Transferee is a successor to Tenant (or its parent, as applicable) by purchase, said proposed Transferee shall acquire all or substantially all of the stock or assets of Tenant's business (or that of Tenant's parent, as applicable) or, if such proposed transferee is a successor to Tenant (or Tenant's parent, as applicable) by merger, consolidation or reorganization, the continuing or surviving corporation shall own all or substantially all of the assets of Tenant (or its parent, as applicable); (iii) such proposed Transferee shall have a tangible net worth, computed in accordance with generally accepted accounting principles (“GAAP”), consistently applied, determined from the transferee's audited financial statement for the most recent fiscal year immediately preceding the proposed Permitted Transfer, which is at least equal to the tangible net worth of Tenant as of the day immediately prior to the proposed Permitted Transfer; (iv) such proposed Transferee is to operate a business in the Premises for a use permitted hereunder and no other purpose; and (v) such proposed Transferee, or such proposed Transfer itself, shall not itself violate, or cause Landlord to be in violation of any covenant or term in or of any Mortgage, or any other Superior Agreement, and (B) in the case of a change of control of US Radiology Specialists Intermediate Holdings Inc. or any parent thereof, (i) Tenant is not then in Default under this Lease (beyond notice and any applicable cure period) and (ii) such proposed Transferee is to operate a business in the Premises for a use permitted hereunder and no other purpose. Tenant shall give Landlord written notice at least thirty (30) calendar days prior to the effective date of such Permitted Transfer, which shall include information and documentation evidencing the Permitted Transfer and showing that each of the above conditions has been satisfied, unless Tenant is prohibited from notifying Landlord of such Transfer pursuant to applicable Laws, in which event Tenant shall notify Landlord as soon as allowed under applicable Law. As used herein, the terms “**Affiliate**” shall mean any entity that controls or is controlled by or is under common control with Tenant or Tenant's parent, and “**control**” shall mean the possession (directly or indirectly) of the power to direct or cause the direction of management and policies of the controlled party and the day-to-day affairs of the controlled party whether by ownership of securities or otherwise.

(d) Except in connection with a Permitted Transfer, in the event Tenant causes or seeks to cause a Transfer of all or any portion of the Premises for the balance of the Term, then Landlord may terminate this Lease and recapture the applicable space as of the date the proposed Transfer is to be effective (the “**Recapture Date**”). Landlord may exercise this termination right within thirty (30) days after Landlord's receipt of Tenant's Transfer Request and all of the information required pursuant to Article 13(b), or within thirty (30) days after learning of such Transfer if Landlord's consent has not been requested by Tenant. If Landlord terminates this Lease as provided above, then this Lease will cease and Tenant shall pay to Landlord all Rent accrued through the Recapture Date. Subsequently, Landlord may lease the Premises to the prospective Transferee (or to any other person) without liability to Tenant. If Landlord exercises its right to recapture as provided in this Article 12(d), in no event will Tenant be entitled to any proceeds derived from or related to (directly or indirectly) any assignment of this Lease or any sublease by Landlord of all or any portion of the Premises.

(e) Assignment by Landlord. Landlord may, without Tenant's consent, sell, transfer, exchange, dispose of or assign all or part of its interest in the Premises, including its interest in this Lease, and Tenant shall attorn to any purchaser or assignee of Landlord's interest, provided such purchaser or assignee shall be bound by this Lease and shall assume Landlord's obligations hereunder from and after the effective date of such sale or assignment. As used in this Lease, "Landlord" shall mean only the fee owner(s) of the Premises at the time in question, and in the event of any transfer(s) of title to the Premises, the transferor shall be automatically freed and relieved, from and after the date of such transfer and conveyance, of all covenants and obligations of Landlord under this Lease thereafter to be performed. The covenants and obligations of Landlord contained in this Lease shall be binding on Landlord, its successors and assigns only during and in respect to their respective successive periods of ownership. If Landlord proposes to assign any interest in this Lease, such assignment shall include and be conditioned on the assignment of any related agreements between the Parties, and nothing herein shall be construed to release Landlord from any liability or obligation arising under such related agreements before the effective date of such assignment.

13. **Damage or Destruction to Premises.**

(a) In the event the Premises are wholly destroyed by fire, or other casualty or catastrophe ("**Casualty**"), then this Lease shall terminate as of the date of such Casualty and any then pre-paid Rent hereunder shall be property refunded to Tenant. (i) In the event the Premises are otherwise damaged by a Casualty so as to render the same substantially, partially or wholly unfit for the reasonable occupancy and use thereof by Tenant or in the event the Building is damaged by fire or other casualty to the extent of twenty-five percent (25%) or more thereof, or (ii) if such Casualty occurs during the last twelve (12) calendar months of the Term, or (iii) if either party estimates (in good faith, and as determined by a properly-credentialed and licensed contractor, evidenced in writing) that the time needed to complete the restoration work is greater than two hundred seventy (270) days, then either party may, at its option, within thirty (30) days after said Casualty, by written notice to the other party, terminate this Lease, effective thirty (30) days after the date on which the receiving party receives the applicable notice. If neither party exercises its option to so terminate in accordance with this Article 13, Landlord shall within thirty (30) days after said Casualty, elect to either (1) repair and restore the Building and/or said improvements to their condition immediately prior to such damage or destruction, or (2) notify Tenant that Tenant shall effectuate such repair and restoration.

The party performing such restoration under this Article 13 shall within a reasonable time, commence and proceed to diligently restore the Premises to such tenantable condition as the same may have been in prior to such Casualty. During the time required to make such restoration, Base Rent shall wholly abate, if the Premises are entirely untenable, or partially abate based upon the proportion of the Premises which are unfit for use, if any, until the restoration shall have been completed, and upon completion thereof, the payment of the Rent provided for herein shall be resumed as provided herein; provided, however, that, if the Tenant, or a Tenant Party, is responsible for causing the Casualty, the Rent shall not so abate during any period of restoration. In the event that the Premises are damaged by a Casualty which does not render the Premises so untenable, Rent shall continue during the time required to make such repairs.

If per Landlord's election, Tenant is to restore the Casualty but fails to complete restoration of the Premises within two hundred seventy (270) days from the date of the Casualty, subject to any additional Casualty, condemnation, force majeure or other unforeseen circumstances, Landlord may elect either to take over such work and diligently complete the same, or to terminate this Lease within thirty (30) calendar days after the end of the 270-day period (effective thirty (30) days after the date Tenant receives the applicable notice; provided, however, that if Tenant should complete the restoration work it has undertaken pursuant to this Article 13 within such thirty (30) days, then Landlord's election to terminate the Lease shall be null and void, and of no force and effect). If Landlord should elect to take over and complete the work as provided above, Landlord will then have access to such insurance proceeds then remaining in such escrow established pursuant to Article 13(c) below.

(b) In the event of a Casualty impacting the Premises, and in the event Landlord has elected to perform such restoration work itself, Landlord shall within thirty (30) days thereafter provide Tenant with notice as to Landlord's estimate of the time need to restore the same. In the event of a Casualty affecting the Premises which materially and adversely affects Tenant's access to and use of the Premises for the Permitted Use, Tenant shall have the additional right to terminate this Lease (if not otherwise terminated pursuant to Article 13(a) above), if Landlord proceeds to restore the Premises after such Casualty, but fails to complete restoration of the Premises within two hundred seventy (270) days from the date of the Casualty, subject to any additional Casualty, condemnation, force majeure or other unforeseen circumstances. Tenant's right to terminate this Lease under this Section shall be exercised by giving Landlord written notice of such exercise in accordance with those provisions in Article 13(a) above pertaining to notice. The effective date of any termination by Tenant pursuant to this Article 13 shall be the date that is thirty (30) days after the date Landlord receives the applicable notice (provided, however, that with respect to an election to terminate by Tenant pursuant to clause (iv) above, if Landlord should complete the restoration work it has undertaken pursuant to this Article 13 within such thirty (30) days, then Tenant's election to terminate the Lease shall be null and void, and of no force and effect). The foregoing termination right of Tenant granted under this Article 13(b) shall not apply in the event Tenant originally proceeded to restore the Casualty but Landlord thereafter elected to take over such work pursuant to Article 13(a) above.

If the Tenant, or a Tenant Party, is responsible for causing the Casualty, then in such instance, none of the foregoing Tenant termination rights provided for in this Article 13 shall apply.

(c) If either Landlord or Tenant terminates this Lease pursuant to a right granted under this Article 13, Tenant shall provide Landlord with the proceeds of such insurance in an amount required by Article 4 of this Lease. Otherwise, regardless of which party is to perform such work in accordance with this Article 13, Landlord and Tenant shall enter into a construction escrow agreement reasonably satisfactory to Landlord and Tenant governing the disbursement of such proceeds as repair and reconstruction work progresses. Tenant shall deposit into said escrow the proceeds of such insurance in an amount required by Article 4 of this Lease and such other proceeds as are necessary for such reconstruction or repair.

14. **Real Estate Taxes.**

(a) Landlord, prior to the first day of the Term, shall make a mailing address change on the property tax records so that the tax bill and tax notices for only the Premises will be mailed to Tenant as of the first day of the Term. Prior to the date that the tax bill is mailed directly to Tenant pursuant hereto, Landlord, prior to delinquency, shall send to Tenant a copy of the tax bill for the Premises. Tenant shall pay, directly to the applicable taxing authority all Property Taxes (defined below) when due and prior to the assessment of any interest or penalty for late payment, and also all fees, penalties and charges due or payable in connection with the payment, late payment, delinquent payment or non-payment of Property Taxes, and Tenant shall indemnify and hold Landlord harmless from and against any third party Claims (including but not limited to reasonable attorneys' and consultants' fees) arising out of or in connection with any failure to comply with such obligations hereunder. "**Property Taxes**" shall mean all taxes, assessments, special assessment, special benefit taxes, excises, levies, fees and charges (and any tax, assessment, excise, levy, municipal service fee, fee or charge levied wholly or partly in lieu thereof or as a substitute therefor or as an addition thereto) of every kind and description, general or special, ordinary or extraordinary, foreseen or unforeseen, secured or unsecured, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority on or against, or otherwise with respect to, the Premises or any part thereof or any personal property used in connection with the Premises during the Term. "Property Taxes" shall not include any franchise, rental, income, estate, inheritance or profit tax, capital levy or excise, unless levied or assessed against Landlord in whole or in part in lieu of, as a substitute for, or as an addition to any Property Taxes.

Tenant shall pay, directly to the applicable taxing authority, all Other Taxes (defined below) when due and prior to the assessment of any interest or penalty for late payment, and also all fees, penalties and charges due or payable in connection with the payment, late payment, delinquent payment or non-payment of Other Taxes, and Tenant shall indemnify and hold Landlord harmless from and against any claims, liabilities, obligations, fines, penalties, costs and expenses of any nature (including but not limited to reasonable attorneys' and consultants' fees) arising out of or in connection with any failure to comply with such obligations hereunder. "**Other Taxes**" shall mean all taxes, assessments, excises, levies, fees and charges, including all payments related to the cost of providing facilities or services, whether or not now customary or within the contemplation of Landlord and Tenant, that are levied, assessed, charged, confirmed or imposed by any public or government authority during the Term, upon or measured by, or reasonably attributable to: (i) the Premises; (ii) the cost or value of Tenant's trade fixtures or other equipment, furniture, fixtures and other personal property located in the Premises or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is vested in Tenant or Landlord; (iii) any Rent payable under this Lease (excluding any income tax levied by any public or government authority with respect to Landlord's receipt of any such Rent); (iv) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises; or (v) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. "Other Taxes" shall not include any

franchise, rental (unless such tax is a tax assessed by applicable local law against rents paid by a tenant), income, estate, inheritance or profit tax, capital levy or excise.

Tenant covenants to furnish Landlord, within fifteen (15) days after request by Landlord, official receipts of the appropriate taxing authority, if any, or other appropriate proof reasonably satisfactory to Landlord, evidencing the payment of all Property and Other Taxes. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any such imposition may be relied upon by Landlord as sufficient evidence that such imposition is due and unpaid at the time of making or issuance of such certificate, advice or bill.

The Property Taxes levied or assessed for the year in which Tenant commences paying fixed rent shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as pertains to the period commencing on the first day of the Term, and the ad valorem taxes levied or assessed for the year during which this Lease expires or is terminated shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as pertains to the period commencing on January 1st and ending on the date this Lease expires or is terminated. Tenant shall have no obligation hereunder as to any Property Taxes or Other Taxes levied or assessed before or after the Term. Within ten (10) business days following written request by Tenant, Landlord shall reimburse Tenant that portion of the tax bill, pertaining to any period prior to the first day of the Term, and within thirty (30) days following the expiration or earlier termination of the Lease, Landlord shall reimburse Tenant that portion of the tax bill pertaining to any period subsequent to the expiration or early termination of the Term.

Tenant shall have the right to contest any Property Tax increases which affect Tenant, which contest shall be at the expense of Tenant and shall not affect or delay the payment by Tenant of any increases in taxes. Landlord shall be kept advised if Tenant decides to contest such tax increases and agrees to cooperate with Tenant in the same. Landlord shall not be required to join in any proceeding referred to in this subsection unless required by law, in which event Landlord shall, upon written request by Tenant, join in such proceedings or permit the same to be brought in its name, all at Tenant's expense. Landlord agrees to provide, at Tenant's expense, whatever assistance Tenant may reasonably require in connection with any such contest. Tenant covenants that Landlord shall not suffer or sustain any costs or expenses (including, but not limited to, counsel fees) or any liability in connection with any such proceeding. No such consent shall subject Landlord to any civil liability or the risk of any criminal liability.

(b) At any time during the Term, Landlord may elect to commence to pay, before delinquency, all Property Taxes thereafter levied against the Premises. Tenant shall thereafter pay to Landlord, from time to time, during the Term and within ten (10) business-days of written demand of Landlord (accompanied by a paid bill or photocopy thereof), the entirety of the Property Taxes so paid by Landlord, and all such amounts so repayable (together with interest at the Default Rate, if Landlord's election to commence to pay Property Taxes pursuant to this Paragraph follows a failure on the part of Tenant to pay Property taxes in a timely manner, and in such case the Default Rate will be assessed only upon such Property taxes which were so delinquent), shall be considered as Additional Rent, for the collection of which the Landlord

shall have all of the remedies provided in this Lease or by law provided for the collection of Rent. However, the Property Taxes levied or assessed for the year in which the Term commenced (or for the partial year during which Landlord so elected to commence to pay Property Taxes pursuant to this Paragraph) shall be prorated so that Tenant shall pay only such part thereof as pertains to the period commencing upon the commencement of the Term (or commencing upon such election by Landlord). The Property Taxes levied or assessed for the year during which this Lease expires or is terminated shall be prorated between Landlord and Tenant so that Tenant shall pay only such portion thereof as pertains to the period commencing on January 1st and ending on the date this Lease expires or is terminated. In no event shall Tenant be required to pay Property Taxes (or any Other Taxes on Landlord's behalf) pertaining to any period prior to the commencement of the Term, or subsequent to the expiration or earlier termination of the Lease.

15. **Signs and Exterior Equipment.** Tenant may, subject to the applicable provisions of Article 10 above, install and operate interior and exterior electric and other signs, and mechanical equipment (including satellite dishes or other antennae for telecommunications upon the Premises), and in so doing shall comply with all lawful requirements, but shall require Landlord's prior written consent for any such installation upon the roof or other parts of the Building (not to be unreasonably withheld, conditioned or delayed (except that it shall not be deemed unreasonable for Landlord to deny such approval if in Landlord's reasonable discretion, such installation would cause damage to the structure of the Building (including the roof and roof membrane)). The foregoing right of Tenant shall not apply to any solar panels and related equipment/lines if and to the extent any of such items are already then installed as part of the Premises. At the end of the Term, Tenant may remove all of Tenant's exterior equipment and signs within five (5) days after the expiration of the Term, and Tenant, concurrently with such removal, shall repair any damage caused by the removal of the same.

16. **Default.**

(a) **Default.** Upon (i) the non, or delinquent payment of the whole or any portion of any monthly installment of Base Rent, or of any other Rent payments to be made by Tenant to Landlord for a period of five (5) business days after written notice is delivered from Landlord to Tenant identifying the default [and Tenant fails to cure that default within that five (5) business-day period] (provided, however, that Tenant shall be entitled to written notice and a five (5) day cure period on two (2) occasions during any twelve (12) month period), or (ii) the nonperformance by Tenant of any other covenants, conditions or agreements under this Lease, including any obligations of Tenant under or relative to any other Superior Agreement, for a period of thirty (30) days after written notice is delivered from Landlord to Tenant identifying the failure [and Tenant fails to cure the same within that thirty (30) day period] (unless such failure, within Landlord's reasonable judgment, cannot be cured within said thirty (30) days, in which event Tenant shall not be in default if Tenant commences to cure such breach within the thirty (30) day period and diligently proceeds to complete the same (not to exceed ninety (90) days), Tenant shall be in default under this Lease, or (iii) in the event(s) that Tenant shall file a petition in any bankruptcy court, or if a petition is filed against the Tenant in any bankruptcy court, or if a receiver is appointed for the Tenant, or if Tenant otherwise admits in writing its inability to pay its debts as they mature (for purposes of this Article 16, "bankruptcy" shall

include Tenant making an assignment for the benefit of creditors, Tenant's application for or consent to the appointment of a trustee or receiver for itself or for all or a part of its property, the filing of any petition in any bankruptcy or other insolvency proceeding, or seeking any relief under any state or federal debtor relief law), or (iv) Tenant shall repeatedly default in the timely payment of Rent or any other charges required to be paid, or shall repeatedly default in keeping, observing or performing any other covenant, agreement, condition or provision of this Lease, whether or not Tenant shall timely cure any such payment or other default (for the purposes of this subsection, the occurrence of similar defaults three (3) times during any twelve (12) month period shall constitute a repeated default) then Tenant shall also be in default under this Lease (each of which is "**Default**"). No additional notice of Default by Landlord to Tenant is required other than the foregoing.

(b) Remedies. Upon Default, Landlord shall have the option to pursue any and all remedies available at law and in equity, including, but not limited to, one or more of the following remedies without any additional notice or demand:

(i) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord and, if Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy which Landlord may have for entry, possession, arrearages or damages, enter upon and take possession of the Premises, and expel or remove Tenant and any other person who may be occupying all or any part of the Premises without being liable for prosecution of any claim for damages. Tenant agrees to pay on demand the amount of all actual loss and damage which Landlord may suffer by reason of the termination of the Lease under this subparagraph, whether for any reasonable expenditures made by Landlord for repairs (to the extent needed in order to return the Premises to the condition otherwise required of Tenant under Articles 10(c) and 15 above) (but not for remodeling or redecorating, which are to be at Landlord's expense) and to otherwise relet the Premises, through inability to relet the Premises on satisfactory terms or otherwise.

(ii) Without prejudice to any other remedy which Landlord may have for termination, entry, possession, arrearages or damages, enter upon and take possession of the Premises, if necessary, and expel or remove Tenant and any other person who may be occupying or using all or any part of the Premises without being liable for prosecution of any claim for damages, relet the Premises and receive the rent by reason of the reletting, without terminating the Lease.

(iii) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including injunctive relief and recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.

(iv) Without prejudice to any other remedy which Landlord may have for termination, entry, possession, arrearages or damages, enter upon the Premises, without

being liable for prosecution of any claim for damages, perform (either on a case-by-case basis, or upon Landlord's election, on a permanent basis for the remainder of the Term) such obligation(s) of Tenant under the terms of this Lease which Tenant has failed to perform/satisfy. Tenant agrees to reimburse Landlord on demand any actual, reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, including but not limited to the expense of moving, storing or selling any property of Tenant in the Premises upon Default. Further, Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this subparagraph.

Failure of Landlord or delay in taking any action in connection with a Default, shall not be considered a waiver or consent by Landlord and Landlord shall have the right to declare the Default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in the above paragraph shall not preclude pursuit of any one or more of the other remedies provided in this paragraph, provided elsewhere in this Lease or provided by law or in equity, nor shall pursuit of any remedy provided constitute a forfeiture or waiver of any Rent, other payments due or damages accruing to Landlord by reason of the violation of any of the terms, conditions or agreements of this Lease. Failure by Landlord to enforce one or more of the remedies provided upon a Default shall not be deemed or construed to constitute a waiver of the Default or of any other violation or breach of any of the terms, conditions and agreements contained in this Lease. Landlord shall use reasonable efforts to relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term) and upon such terms as Landlord in Landlord's reasonable discretion shall determine (including concessions of free rent and other inducements to prospective tenants).

(c) Damages & Reletting. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Rent hereunder for the full stated Term, and Landlord shall have the right to the immediate recovery of all such amounts. Alternatively, at Landlord's option, Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Base Rent and Additional Rent and any other sums then due under this Lease during the period from the date of such notice or termination of possession to the end of the Term. Landlord may file suit from time to time to recover any such sums and no suit or recovery by Landlord of any such sums or portion thereof shall be a defense to any subsequent suit brought for any other sums due under this Lease. Alternatively, if Landlord elects to terminate this Lease, Landlord shall be entitled to recover from Tenant all Base Rent and Additional Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant hereunder. In addition, Landlord shall be entitled to recover, as damages for loss of the benefit of its bargain and not as a penalty, the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate Base Rent and Additional Rent (as reasonably estimated by Landlord) for the remainder of the Term over the then present value of the then aggregate fair rental value of the Premises for the balance of the Term, immediately prior to such termination, such present value to be computed in each case on the basis of a six percent (6%) per annum discount from the respective dates upon which rentals would have been payable hereunder had

the Term not been terminated, and (z) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have actually sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

In the event Landlord terminates the Lease, or right of Tenant to possession of the Premises without terminating this Lease as aforesaid, Landlord shall, for the account of Tenant, use reasonable efforts to relet the Premises or any part thereof, or otherwise mitigate its damages, for such rent, time (which may be for a term extending beyond the Term) and upon such terms as Landlord in Landlord's reasonable discretion shall determine (including concessions of free rent and other inducements to prospective tenants), and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting and may give the leasing of any unleased space in the Building priority over the reletting of the Premises or to relet the Premises to any potential tenant who Landlord could reasonably reject as a Transferee pursuant to Article 12 hereof. Also, in any such event, Landlord may make repairs in or to the Premises and/or redecorate the same to the extent deemed reasonably necessary by Landlord to return the Premises to the condition required under Article 8, and in connection therewith, re-enter and change the locks to the Premises, and Tenant shall upon demand pay the actual, reasonable costs thereof (including, without limitation, brokers' commissions and reasonable attorneys' fees) (collectively, "**Reletting Expenses**") Landlord may collect the rents from any such reletting and apply the same first to the payment of the Reletting Expenses, and second to the payment of Rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent as the same theretofore became or thereafter becomes due and payable hereunder, but the use of such offsetting credit to reduce the amount of Rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue and any such excess or residue shall belong solely to Landlord. No such re-entry or repossession, repairs or reletting shall be construed as an eviction or ouster of Tenant, an election on Landlord's part to terminate this Lease or an acceptance of a surrender of this Lease, unless a written notice of such intention be given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder. Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies remaining after the application of the proceeds of any such reletting.

(d) Surrender of Possession; Removal of Tenant's Property. If Landlord exercises either of the remedies provided for in subparagraphs 16(b)(i) and 16(b)(ii) above, Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to Landlord, and Landlord may then, or at any time thereafter, re-enter and take complete and peaceful possession of the Premises, full and complete license so to do being granted to Landlord, and Landlord may remove all property therefrom, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law. All items not so removed from the Premises by Tenant within ten (10) business days following written notice to Tenant, will be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without further notice to Tenant and without any obligation to account for such items. All property removed from the Premises by Landlord pursuant to any provisions of this Lease or of law shall be handled, removed or stored by Landlord at the cost, expense and risk of Tenant, and Landlord, shall in no

event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord upon demand for all expenses incurred by Landlord in such removal and storage.

(e) Attorney's Fees and Costs. In the event that either party should retain counsel and/or institute any suit against the other for violation of or to enforce any of the covenants or conditions of this Lease, or should either party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party, to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs, expenses and reasonable fees of its attorney(s) in connection therewith.

(f) Default by Landlord. Landlord shall be in default under this Lease if Landlord fails to perform any obligation required of Landlord required under this Lease and said failure continues for a period of thirty (30) days after receipt of written notice from Tenant; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion, and actually completes such cure within ninety (90) days after receipt of written notice from Tenant. Tenant shall, at the same time notice of default is sent to Landlord, provide to each lien holder of whose identify Tenant has been notified in writing, notice of any default sent to Landlord. In the event of such a default by Landlord, Tenant shall then have all rights available to it under law or in equity.

(g) No Consequential or Punitive Damages. Except as otherwise may be expressly permitted or provided for in this Lease, including, but not limited to, Article 23 below, in no event shall either party be otherwise liable to the other party for punitive or consequential damages.

17. Non-liability of Landlord. Tenant agrees that Tenant's Property and any and all other personal property located in, upon or about the Premises belonging to Tenant or any other person shall be at the Tenant's sole risk. Except to the extent Claims result from the negligence or intentional misconduct of any Landlord or any other Landlord Parties, and subject to the provisions of Article 19, and to the extent not expressly prohibited by Law, Tenant releases Landlord and all Landlord Parties from and waives all Claims for damages to person or property sustained by Tenant or by any occupant of the Premises or the Building, or by any other person, resulting directly or indirectly from: (i) fire or other Casualty; (ii) any existing or future condition, defect, matter or thing in the Premises, the Building or any part thereof, or from any equipment or appurtenance therein (including Claims occasioned by or from electricity, hot or cold water, steam, compressed air or other utility, substance or element, the appliances for the conveyance of any utilities, substances or elements, or the lack of any of said utilities, substances or elements, by or from plumbing or pipes, or from sewage or sewer gas, by or from bursting, leaking, running or failure to run, overflow or stoppage of any pipes of any kind, connections or attachments thereto, or by or from any tank, wash stand, sink, water closet or waste pipe or sewer, in, over, upon or about the Premises, or any part thereof, any buildings thereon or any part thereof, or any appurtenances thereof); (iii) any other accident in or about the Building; (iv) any act (including, without limitation, violation of rules) or omission, or neglect, of any tenant or other occupant of the Building or of any other person, other than Landlord or its agents

(including , the owners or occupants of any adjacent property); (v) for any injury or damage either to persons or property sustained by Tenant or any other persons, due to the Premises, or any part thereof, any buildings thereon or any part thereof, or any appurtenances thereof becoming out of repair; or (vi) occasioned by or from water, snow or ice being in, upon or about the Premises or any part thereof, or any buildings thereon or part thereof, or any appurtenances thereof. In any event (except for third-party Claims from and against which Landlord has agreed to indemnify, save and hold harmless, and defend Tenant), Landlord shall not be liable for any Claim of any person or to property which is either covered by insurance or which Tenant is required to insure under this Lease. Tenant shall look to its property damage or business interruption insurance policies, and not to Landlord for any loss incurred as a result of damage to its property or interruption of its business. Tenant agrees that in the event Tenant shall have any Claim against any Landlord Parties under this Lease arising out of the subject matter of this Lease, Tenant's sole recourse shall be against Landlord's interest in the Building (including income received therefrom), for the satisfaction of any Claim requiring the payment of money by any Landlord Parties as a result of a breach hereof or otherwise in connection with this Lease, and no other property or assets of any Landlord Parties or their successors or assigns, shall be subject to the levy, execution or other enforcement procedure for the satisfaction of any such Claim. Under no circumstances shall Landlord be liable for, and Tenant hereby waives, consequential, punitive, special, or exemplary damages, or any damages similar thereto.

18. **Condemnation.** The parties mutually agree, if all of the Premises shall be taken by any public or quasi-public authority under any statute or by the exercise of the right of eminent domain, or private purchase in lieu thereof (a "**Taking**") then when possession shall be taken thereunder, the rental on the Premises shall be prorated to the date of such taking and all rights of the Tenant hereunder shall immediately cease and this Lease shall terminate. If by reason of any Taking of the Premises, regardless of the amount so taken, the remainder of the Premises is rendered unusable for Tenant's business, Landlord and Tenant shall each have the right to terminate this Lease as of the date of such Taking by giving written notice to the other within thirty (30) days after the Taking, and Base Rent and other monthly regular recurring charges of Additional Rent will be apportioned as of the date of such Taking. If the Lease is not terminated as provided in this Article, leaving a portion thereof tenantable, Rent shall be prorated and reduced according to the number of square feet of premises remaining tenantable. Landlord shall be entitled to receive the entire award, including the damages for the property Taken and damages to the remainder, with respect to any condemnation proceedings affecting the Building; however, to the extent permitted by Law, Tenant may make a separate claim against the condemnor for any damage to its business or for relocation costs. Notwithstanding the foregoing, if a court is prohibited by Law from making separate awards to Landlord and Tenant or declines to do so, the award shall be divided between Landlord and Tenant so that each party shall receive that portion of the award which bears the same proportion to the total award as the loss and/or damage to its interest in the Premises incurred by such party as a result of such Taking bears to the total loss and/or damage incurred as a result of such Taking. Landlord and Tenant hereby waive the provisions of any Law relating to the matters addressed in this Article, and agree that their respective rights in the event of Taking shall be those specifically provided in this Lease.

19. **Waiver of Subrogation.** Subject to the mutual indemnity provisions of Article 4(a) above, the parties mutually agree to release and relieve the other, and waive their entire right of recovery against the other for loss or damage incurring in, on or about the Premises, arising out of fire or other perils resulting from the negligence of the other party, or its agents and employees, where such damage or loss is covered by fire, extended coverage or other insurance of the party sustaining the loss or damage. This release shall apply only to the extent that such loss or damage is covered by fire, extended coverage or other insurance, regardless of whether such insurance is payable to or protects Landlord, Tenant or both parties. Nothing in this paragraph shall be construed to impose any other or greater liability on either Landlord or Tenant than would have existed in the absence of this paragraph. This release shall be in effect only so long as the applicable insurance policies contain clauses to the effect that this release shall not affect the right of the insured to recover under such policies of fire, extended coverage or other insurance or, if such clauses are not contained, this release shall not affect the right of the insured to recover under such policies. Notwithstanding anything contained in this Paragraph to the contrary, in no event shall the foregoing nullify any express obligations of either party hereunder, which shall remain in effect, and also in no event shall the foregoing be deemed to have any bearing or impact as to whether a violation of the terms of this Lease or an incident of Default has occurred, nor shall the payment of any loss by an insurer as provided above (or under self-insurance, as applicable) shall be deemed to be a waiver of any such violation or Default or an admission of guilt or responsibility for any such act.

20. **Financial Statements.** Intentionally Deleted.

21. **Counterclaims; Waiver of Jury Trial; Right of Redemption.** EXCEPT FOR COMPULSORY OR MANDATORY COUNTERCLAIMS, TENANT HEREBY WAIVES ANY RIGHT TO PLEAD ANY COUNTERCLAIM, OFFSET OR AFFIRMATIVE DEFENSE IN ANY ACTION OR PROCEEDINGS BROUGHT BY LANDLORD AGAINST TENANT FOR ANY EVICTION PROCEEDINGS. THIS SHALL NOT, HOWEVER, BE CONSTRUED AS A WAIVER OF TENANT'S RIGHT TO ASSERT ANY CLAIM IN A SEPARATE ACTION BROUGHT BY TENANT AGAINST LANDLORD, SUBJECT, HOWEVER, TO THE TERMS AND CONDITIONS OF ARTICLES 4 AND 17 ABOVE. TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES AGREE THAT EACH SHALL, AND DO HEREBY, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY, BETWEEN OR AGAINST THE PARTIES HERETO OR THEIR SUCCESSORS OR ASSIGNS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. THIS WAIVER IS MADE FREELY AND VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EACH OF THE PARTIES HERETO HAS HAD THE BENEFIT OF ADVICE FROM LEGAL COUNSEL ON THIS SUBJECT. TENANT HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION AND ALL RIGHTS TO RELIEF FROM FORFEITURE GRANTED BY OR UNDER ANY APPLICABLE LAW.

22. **Payments and Notices.** All notices under this Lease by either party to the other party shall be deemed given upon deposit of the same in the U.S. Mail, postage prepaid, by United States certified mail, return receipt requested, or by personal service with a written

acknowledgement of receipt, or by nationally-recognized overnight courier, to the other party at such other party's address set forth on the first page of this Lease, or at such other address as such party may from time to time hereinafter designate in writing. All notices will be effective upon delivery to the address of the addressee, or, if the addressee refuses delivery, then delivery will be deemed effective as of the date of the attempted delivery. Any notice from Landlord may be given by Landlord, Landlord's managing agent for the Building or Landlord's attorneys

23. **Holdover by Tenant.** In the event that Tenant holds over after the termination of this Lease or expiration of the Term, Tenant shall be a tenant at will of Landlord and all of the terms, conditions and agreements of this Lease, creating an obligation or duty on Tenant shall be applicable during such holdover period except that Tenant shall pay Landlord as Base Rent for the period of such holdover equal to one hundred fifty percent (150%) of the annual Base Rent owed hereunder (i.e., \$202,389.00 for Year 1) divided by three hundred sixty-five (365) days (*e.g., $1.5 \times \$202,389.00/365 = \$831.74/day$*) as a daily installment of Base Rent for each day of said holdover. The daily installments of Rent and all other amounts payable by Tenant to Landlord during any holdover shall be payable on demand. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend or renew this Lease.

Tenant shall indemnify, defend (with counsel acceptable to Landlord, acting reasonably) and hold the Landlord Parties harmless from and against all Claims incurred by any of the Landlord Parties on account of or resulting directly from such holdover, and shall pay all damages, consequential as well as direct, incurred or sustained by Landlord by reason of such holding over for more than thirty (30) days following a written notice to vacate, including, without limitation, abatement, late fees, interest or penalties charged by the next tenant resulting from Landlord's inability to timely deliver all or portion of the Premises.

24. **Non-Waiver of Default.** No waiver by Landlord of any default of Tenant, or the acceptance of Landlord of rent later than the date it is due or in an amount different or less than the amount due or Landlord's failure or refusal to enforce any provision of this Lease shall constitute a waiver of any rights of Landlord hereunder. No waiver shall be effective unless contained in a writing signed by Landlord, and no effective waiver shall operate as a waiver of any other default or of the same default on a future occasion.

25. **Binding Effect of Lease.** This Lease shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, and may not be assigned by Tenant without Landlord's prior written consent.

26. **Entire Agreement.** This Lease constitutes all of the agreements of the parties with respect to the subject matter hereof. There are no agreements except as set forth herein. All prior or contemporaneous discussions, promises and agreements are merged herein. This Lease may only be modified by a written agreement signed by both parties.

27. **Quiet Enjoyment.** Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease, and any Superior Agreements.

28. **Extension Option.**

(a) **Grant of Option; Conditions; Terms.** Tenant shall have the right and option ("Extension Option") to extend the Lease for two (2) additional and consecutive period(s) of five (5) years each (each, and collectively, a/the "Extension Term") under the same terms and conditions as stated in the Lease, provided that (A) at the beginning of the Extension Term Tenant is not in Default under this Lease and (B) the option herein granted shall be deemed to be personal to Tenant (and any Permitted Transfer). Monthly Base Rent for such Extension Term shall be based on the then prevailing market rental rate and taking into consideration Tenant's use and financial strength and other relevant factors, but in no event shall such monthly Base Rent be less than the monthly Base Rent in effect for the last month of the Term immediately prior to the Extension Term ("Market Rental Rate") as determined by Landlord in good faith. The Extension Option shall be exercisable by Tenant, if at all, only by timely delivery to Landlord of written notice of election at least six (6) months prior to the Expiration Date of the Lease ("Extension Notice"); otherwise, the Extension Option will lapse and be deemed forever waived by Tenant. Notwithstanding anything contained herein to the contrary, if Tenant is in default under this Lease on the date Tenant exercises its Extension Option and thereafter Tenant fails to cure the default within the applicable notice and cure periods, Landlord may revoke Tenant's exercise of the Extension Option upon written notice to Tenant.

(b) **Initial Procedure.** Landlord will notify Tenant of such Market Rental Rate for each Extension Term (the "MRR Notice") within ten (10) business days following delivery by Tenant of the Extension Notice. Tenant shall have ten (10) business days from the date Landlord delivers the MRR Notice to Tenant in which to notify Landlord in writing that Tenant (i) accepts the Market Rental Rate as stated in the MRR Notice ("Notice of Acceptance"), (ii) rejects the Market Rental Rate as stated in the MRR Notice ("Notice of Rejection"), or (iii) disagrees with Landlord's determination of the Market Rental Rate, providing in the same notice Tenant's determination of the prevailing market rental rate ("Notice of Disagreement"). The Notice of Acceptance, Notice of Rejection and Notice of Disagreement shall each be irrevocable. If Tenant does not timely provide Landlord with a Notice of Acceptance, Notice of Rejection or Notice of Disagreement, then the same shall be deemed, and shall constitute, Tenant's Notice of Rejection, which shall be deemed delivered on the last day of the said ten (10) business-day period. If Tenant timely delivers to Landlord the Notice of Acceptance, the Term shall be extended as provided in this Section without the need for any further notice or documentation, but Landlord and Tenant may enter into an amendment documenting same. If Tenant timely delivers to Landlord the Notice of Rejection, the Extension Option shall be of no further force or effect, the Term shall not be extended hereby and Tenant shall have no further right to extend the Term. If Tenant timely delivers to Landlord the Notice of Disagreement, then Landlord and Tenant shall have ten (10) business days ("Negotiation Period") following the date Landlord receives the

Notice of Disagreement in which to negotiate and agree upon the Market Rental Rate. During the Negotiation Period, Landlord and Tenant shall share in good faith the information upon which each relied to formulate their respective calculations of the Market Rental Rate. If, within the Negotiation Period, the parties agree upon the Market Rental Rate and sign a document evidencing such agreement (a “**PMR Agreement**”), then the Term shall be extended as provided in this Section without the need for any further notice or documentation, but Landlord and Tenant may enter into an amendment documenting same. If, within the Negotiation Period, the parties cannot agree upon the Market Rental Rate, then, Tenant, by written notice to Landlord (the “**Arbitration Notice**”) within five (5) days after the expiration of such Negotiation Period, shall have the right to have the Market Rental Rate determined in accordance with the arbitration procedures described in Section (c) below. If Landlord and Tenant fail to agree upon the Market Rental Rate within the Negotiation Period and Tenant fails to timely exercise its right to arbitrate, Tenant’s Extension Option shall be deemed to be null and void and of no further force and effect.

(c) **Arbitration Procedure.**

(i) If Tenant provides Landlord with an Arbitration Notice, Landlord and Tenant, within 5 days after the date of the Arbitration Notice, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Market Rental Rate for the Premises during the Extension Term (collectively referred to as the “**Estimates**”). If the higher of such Estimates is not more than 105% of the lower of such Estimates, then the Market Rental Rate shall be the average of the two Estimates. If the Market Rental Rate is not resolved by the exchange of Estimates, then, within seven (7) days after the exchange of Estimates, Landlord and Tenant shall each select an appraiser to determine which of the two Estimates most closely reflects the Market Rental Rate for the Premises during the Extension Term. Each appraiser so selected shall be certified as an MAI appraiser or as an ASA appraiser and shall have had at least five (5) years’ experience within the previous ten (10) years as a real estate appraiser working in Pima County, Arizona, with working knowledge of current rental rates and practices. For purposes hereof, an “MAI” appraiser means an individual who holds an MAI designation conferred by, and is an independent member of, the American Institute of Real Estate Appraisers (or its successor organization, or in the event there is no successor organization, the organization and designation most similar), and an “ASA” appraiser means an individual who holds the Senior Member designation conferred by, and is an independent member of, the American Society of Appraisers (or its successor organization, or, in the event there is no successor organization, the organization and designation most similar). If either Landlord or Tenant fails to appoint an appraiser within the seven (7)-day period referred to above, the appraiser appointed by the other party shall be the sole appraiser for the purposes hereof.

(ii) Upon selection, Landlord’s and Tenant’s appraisers shall work together in good faith to agree upon which of the two Estimates most closely reflects the Market Rental Rate for the Premises. The Estimate chosen by such appraisers shall be binding on both Landlord and Tenant as the Base Rent rate for the Premises during the Extension Term. If the two appraisers cannot agree upon which of the two Estimates most closely reflects the Market Rental Rate within twenty (20) days after their appointment, then, within 10 days after the expiration of such twenty (20)-day period, the two appraisers shall select a third appraiser meeting the

aforementioned criteria. Once the third appraiser (i.e., arbitrator) has been selected as provided for above, then, as soon thereafter as practicable but in any case within fourteen (14) days, the arbitrator shall make his determination of which of the two Estimates most closely reflects the Market Rental Rate and such Estimate shall be binding on both Landlord and Tenant as the Base Rent rate for the Premises. If the arbitrator believes that expert advice would materially assist him, he may retain one or more qualified persons to provide such expert advice. The parties shall share equally in the costs of the arbitrator and of any experts retained by the third arbitrator. Any fees of any appraiser, counsel or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining such appraiser, counsel or expert.

(iii) If the Market Rental Rate has not been determined by the commencement date of the Extension Term, Tenant shall pay Base Rent upon the terms and conditions in effect during the last month of the then-current Term for the Premises until such time as the Market Rental Rate has been determined. Upon such determination, the Base Rent for the Premises shall be retroactively adjusted to the commencement of the Extension Term for the Premises. If such adjustment results in an underpayment of Base Rent by Tenant, Tenant shall pay Landlord the amount of such underpayment within thirty (30) days after the determination thereof.

(d) **Extension Amendment.** If Tenant is entitled to and properly exercises its Extension Option, Landlord shall prepare an amendment (the “**Extension Amendment**”) to reflect changes in the Base Rent, Term, Termination Date and other appropriate terms. The Extension Amendment shall be sent to Tenant within a reasonable time after receipt of the Binding Notice and Tenant shall execute and return the Extension Amendment to Landlord within fourteen (14) days after Tenant’s receipt of same, but, upon final determination of the Market Rental Rate applicable during the Extension Term as described herein, an otherwise valid exercise of the Extension Option shall be fully effective whether or not the Extension Amendment is executed.

29. **Subordination; Attornment; Estoppel.**

(a) **Subordination.** This Lease is subject and subordinate to all Mortgages. This Lease is subject and subordinate to, and Landlord and Tenant shall at all times during the Term comply with, and not be in violation of (or cause, or allow a violation of) the Superior Agreements. Tenant’s acknowledgment and agreement of subordination provided for in this Article 29(a) is self-operative and no further instrument of subordination shall be required; however, Tenant shall execute such further written assurances thereof as may be reasonably requested, from time to time, by Landlord. Any costs charged by any Mortgagee as a result of Tenant negotiating the terms any applicable subordination and non-disturbance agreement shall be paid for by Tenant. However, any Landlord’s Mortgagee may at any time unilaterally elect to make this Lease superior to its Mortgage by so notifying Tenant in writing. As used herein, “**Mortgage**” shall mean: (i) any present and future ground or underlying lease involving all or any part of the Building; or (ii) any mortgage, deed of trust or other security instrument now or hereafter affecting the Premises or the Building; or (iii) any renewal, modification, replacement, consolidation or extension of or participation in those transactions evidenced by documents referred to in (i) and (ii) above, whether the same shall be in existence on the date hereof or created hereafter; “**Mortgagee**” shall mean the person or persons having the benefit of a

Mortgage; and “**Superior Agreements**” means any and all Mortgages, reciprocal easement agreements, declarations, covenants, conditions, restrictions, easements, rights-of-way and other matters of record, and any such matters placed of record against the Premises by Landlord after the Effective Date of which Landlord sends Tenant written notice. Tenant hereby expressly acknowledges its receipt, prior to the Effective Date, of that certain ALTA Commitment for Title Insurance prepared by prepared by First American Title Insurance Company and dated September 16, 2019 (Commitment Number NCS-975305-2-CHI2) setting-forth such Superior Agreements, and that it has had the opportunity to review same.

(b) Attornment. If any Mortgage shall be foreclosed: (i) the liability of the Mortgagee shall exist only so long as such Mortgagee or successor is the owner of the Building, and such liability shall not continue or survive after further transfer of ownership; and (ii) Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any Mortgage, and Tenant will execute such reasonable instruments as may be necessary or appropriate to evidence such attornment, so long as such lender agrees to be bound by all of the terms and conditions of this Lease. Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, that may give or purport to give Tenant any right to terminate or otherwise adversely affect Landlord’s interest in this Lease or reduce or limit the obligations of Tenant hereunder in the event of the prosecution or completion of any such foreclosure proceeding. No Mortgagee or any purchaser at a foreclosure sale shall be liable for any act or omission of Landlord which occurred prior to such sale or conveyance, nor shall Tenant be entitled to any offset against or deduction from Rent due after such date by reason of any act or omission of Landlord prior to such date. Further, Tenant agrees that no Mortgagee shall be bound by the prepayment of Rent made in excess of thirty (30) days before the date on which such payment is due, or for the return of any Security Deposit, unless actually received by the Mortgagee.

(c) Mortgagee’s Notice and Cure Rights. Tenant shall give any lien holder of which Tenant has prior written notice a copy of any notice or claim of default served upon Landlord. Tenant further agrees that if Landlord shall have failed to cure such default within thirty (30) days after such notice to Landlord (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default), then the Mortgagee shall have an additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such Mortgagee has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default) before Tenant may exercise any right or remedy which it may have on account of any such default of Landlord. Notwithstanding the foregoing and anything contained in this Lease to the contrary, in the event that any such default has not been cured (by Landlord or lien holder) within ninety (90) days following Tenant’s notice to Landlord of the existence of said default, Tenant shall be permitted to effectuate a cure on Landlord’s behalf.

(d) Estoppel Certificate. Tenant shall, from time to time, upon not less than ten (10) business days’ prior written request by Landlord, promptly complete, execute and deliver to

Landlord or any party or parties designated by Landlord a statement in writing certifying: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same are in full force and effect as modified and identifying the modifications); (ii) the dates to which the Rent and other charges have been paid; (iii) that the Premises have been unconditionally accepted by Tenant (or if not, stating with particularity the reasons why the Premises have not been unconditionally accepted); (iv) the amount of any Security Deposit held hereunder; (v) that Landlord is not in default under any provisions of this Lease (or identifying all defaults with particularity); and (vi) any other factual matter reasonably requested by Landlord. Any purchaser or Mortgagee of any interest in the Building shall be entitled to rely on said statement. In the event that Tenant does not execute and return the same to Landlord within such ten (10) business day period, Tenant shall be deemed to have certified all information contained therein.

30. **Additional Terms and Conditions.**

(a) [Intentionally Deleted]

(b) [Intentionally Deleted]

(c) This Lease may not be recorded without the Landlord's prior written consent. If it is recorded without the Landlord's consent, Landlord may release the same from the public record. Furthermore, should this Lease be recorded with or without the Landlord's consent, it may be released from the public records by a release executed only by the Landlord upon any default under this Lease by the Tenant, without further proof thereof.

(d) The execution of this Lease by Tenant and delivery of the same to Landlord or any agent of Landlord does not constitute a reservation of or option to lease the Premises or an agreement by Landlord to enter into a Lease, and this Lease shall become effective only if and when Landlord executes and delivers a counterpart hereof to Tenant. Tenant acknowledges and agrees that by executing and delivering this Lease to Landlord or Landlord's agent Tenant has made an offer to Landlord which offer may not be revoked, altered or modified for a period of ten (10) business days and, thereafter, only if Landlord has failed to countersign a copy of this Lease prior to Landlord's receipt of a written revocation from Tenant. This Lease may be executed in counterparts. All executed counterparts shall constitute one (1) agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered. Landlord and Tenant (i) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature.

(e) Neither Landlord nor Tenant shall be deemed in default with respect to the failure to perform any of the terms, covenants and conditions of this Lease on its part to be performed, if such failure is due in whole or in part to any strike, lockout, labor dispute (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive Laws, riots,

insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the other party (or the other party's agents, employees, guests or invitees), acts of other tenants or occupants of the Building or any other cause beyond the reasonable control of Landlord or Tenant, respectively. In such event, the time for performance by such party shall be extended by an amount of time equal to the period of the delay so caused. Force majeure does not apply to Tenant's obligations under this Lease which can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), except to the extent that Tenant is unable to access its money as the result of one of the above. For purposes of this Article 29(e), a cause or event shall not be deemed to be beyond a party's control, if it is within the reasonable control of such party's agents, employees or contractors. The party claiming a Force Majeure event shall use due diligence to mitigate any such delay.

(f) Nothing contained in this Lease shall create any relationship between the parties hereto other than that of landlord and tenant, and it is acknowledged and agreed that Landlord shall not be deemed to be a partner of Tenant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with Tenant.

(g) [Intentionally Deleted]

(h) The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against either Landlord or Tenant. This Lease shall not be construed as if it had been prepared by only Landlord or Tenant, but rather as if both Landlord and Tenant had prepared the same. Article and Section headings in this Lease are for convenience only and are not to be construed as part of this Lease or in any way defining, limiting, amplifying, construing, or describing the provisions hereof.

(i) Time is of the essence of this Lease and every term, covenant and condition hereof.

(j) Landlord and Tenant agree that in the event any term, covenant or condition herein contained (other than with respect to the payment of Rent) is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained.

(k) Landlord and Tenant represent and warrant unto each other that neither has dealt with any brokers in connection with this Lease, and each agree to indemnify and hold harmless each other from and against any and all Claims arising by reason of the incorrectness or breach of the aforesaid representation or warranty.

(l) **OFAC.** Landlord and Tenant each represent and warrant to the other that, to the best of such party's knowledge, Landlord and Tenant, and all persons and entities having an ownership interest in Landlord and Tenant, respectively (and, as to Tenant, all guarantors of all or any portion of the Lease): (i) are not, and shall not become, a person or entity with whom any Mortgagee is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute,

executive order (including, but not limited to, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; (ii) are not knowingly engaged in, and shall not engage in, any dealings or transaction or be otherwise associated with such persons or entities described in (i) above; and (iii) are not, and shall not become, a person or entity whose activities are regulated by the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders thereunder.

(m) If Tenant is a corporation, a partnership or limited liability company, the person(s) executing this Lease on behalf of Tenant hereby covenants and warrants that: Tenant is a duly formed corporation or limited liability company or a duly created partnership (as the case may be) in good standing, qualified to do business in the state in which the Building is located; such persons are duly authorized by such corporation, partnership or limited liability company to execute and deliver this Lease on behalf of such corporation, partnership or limited liability company; and this Lease constitutes a valid and binding agreement of Tenant in accordance with the terms hereof. If Landlord is a corporation, a partnership or limited liability company, the person(s) executing this Lease on behalf of Landlord hereby covenant(s) and warrant(s) that: Landlord is a duly formed corporation or limited liability company or a duly created partnership (as the case may be) in good standing, qualified to do business in the state in which the Building is located; such persons are duly authorized by such corporation, partnership or limited liability company to execute and deliver this Lease on behalf of such corporation, partnership or limited liability company; and this Lease constitutes a valid and binding agreement of Landlord in accordance with the terms hereof.

(n) This Lease shall be governed by and construed in accordance with the Laws of the State of Arizona. The parties hereby submit themselves to the jurisdiction of the courts located in Pima County, Arizona, and agree that venue is proper in such court.

31. **Transfer by Landlord.** In the event that Landlord should hereafter sell, assign or otherwise transfer this Lease or any interest herein, including a direct or indirect change of control of Landlord (if the same is a corporation, limited liability company, partnership or other organized business entity) which would result in physicians employed by Radiology Ltd., LLC failing to beneficially own and control, directly or indirectly, equity securities of Landlord representing at least 80% of the aggregate ordinary voting power and at least 80% of the total economic interests represented by the issued and outstanding equity securities of Landlord (each a “**Landlord Transfer**”), then upon the effective date of any such Landlord Transfer, this Lease shall automatically be amended as provided in Exhibit C attached hereto and made a part hereof. Landlord and Tenant’s acknowledgement and agreement of the amendments provided for in this Article 31 and on Exhibit C are self-operative and no further instrument of amendment shall be required; however, Landlord and Tenant shall execute such further written assurances thereof as may be reasonably requested, from time to time, by either party.

32. **Transfer by Tenant.** Except in the event of (i) a Permitted Transfer by Tenant, or (ii) any sublease by Tenant (each of the foregoing (i) and (ii) being subject to the applicable provisions/conditions of Article 12), in the event that Tenant should otherwise hereafter Transfer this Lease (a “**Tenant Transfer**”), then upon the effective date of any such Tenant Transfer, this

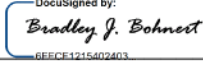
Lease shall automatically be amended as provided in Exhibit D attached hereto and made a part hereof. Landlord and Tenant's acknowledgement and agreement of the amendments provided for in this Article 32 and on Exhibit D are self-operative and no further instrument of amendment shall be required; however, Landlord and Tenant shall execute such further written assurances thereof as may be reasonably requested, from time to time, by either party.

[Remainder of page intentionally blank – Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the
_____ 2nd _____ day of January, 2020.

LANDLORD:

TIA - REAL ESTATE HOLDINGS, LLC,
an Arizona limited liability company

By: 
Name: Bradley Bohnert
Title: President

TENANT:

TUCSON IMAGING ASSOCIATES, L.L.C.,
an Arizona limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the
_____ 2nd _____ day of January, 2020.

LANDLORD:

TIA - REAL ESTATE HOLDINGS, LLC,
an Arizona limited liability company

By: _____
Name:
Title:

TENANT:

TUCSON IMAGING ASSOCIATES, L.L.C.,
an Arizona limited liability company

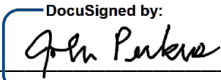
By:  _____
Name: John R. Perkins
Title: President and Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Pima, State of Arizona, and is described as follows:

A PORTION OF THE EAST HALF OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29;

THENCE UPON THE SOUTH LINE OF SAID SECTION, SOUTH 89 DEGREES 40 MINUTES 30 SECONDS EAST A DISTANCE OF 453.43 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF STATE ROUTE 77 (ORACLE ROAD) ACCORDING TO ADOT PLAN #10-T-244;

THENCE UPON SAID RIGHT OF WAY, NORTH 00 DEGREES 41 MINUTES 59 SECONDS EAST A DISTANCE OF 1492.39 FEET;

THENCE CONTINUING UPON SAID RIGHT OF WAY, NORTH 00 DEGREES 42 MINUTES 40 SECONDS EAST A DISTANCE OF 1550.75 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00 DEGREES 42 MINUTES 40 SECONDS EAST A DISTANCE OF 66.61 FEET TO THE SOUTHEASTERLY CORNER OF RANCHO VISTOSO NEIGHBORHOOD 2 ACCORDING TO THE PLAT RECORDED IN BOOK 51 OF MAPS AND PLATS AT PAGE 64, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON THE SOUTH LINE OF SAID PLAT THE FOLLOWING THREE COURSES:

NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 190.00 FEET;

NORTH 48 DEGREES 29 MINUTES 56 SECONDS WEST A DISTANCE OF 59.40 FEET;

NORTH 89 DEGREES 14 MINUTES 35 SECONDS WEST A DISTANCE OF 135.30 FEET;

THENCE LEAVING SAID SOUTH LINE, SOUTH 00 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 137.20 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE NORTHEASTERLY;

THENCE SOUTHERLY UPON THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 156.00 FEET AND A CENTRAL ANGLE OF 43 DEGREES 58 MINUTES 51 SECONDS FOR AN ARC DISTANCE OF 119.75 FEET TO A POINT OF COMPOUND CURVE, CONCAVE NORTHERLY;

THENCE EASTERLY UPON THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 106 DEGREES 04 MINUTES 51 SECONDS FOR AN ARC DISTANCE OF 46.29 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE SOUTHERLY;

THENCE NORTHEASTERLY UPON THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 60 DEGREES 00 MINUTES 57 SECONDS FOR AN ARC DISTANCE OF 235.68 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89 DEGREES 17 MINUTES 20 SECONDS EAST A DISTANCE OF 67.16 FEET A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY UPON THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY:

PROPERTY ADDRESSES: 2551 EAST VISTOSO, COMMERCE LOOP, ORO VALLEY, ARIZONA

EXHIBIT B

RULES AND REGULATIONS

Wherever in these Rules and Regulations the word “Tenant” occurs, it is understood and agreed that it shall mean Tenant’s associates, successors, assigns, employees, agents, clerks, servants, guests and visitors. Wherever the word “Landlord” occurs, it is understood and agreed that it shall mean Landlord’s successors, assigns, employees, agents, clerks, servants, and visitors. In the event of a conflict between these rules and the provisions of the Lease, the Lease shall control.

1. Any sign, lettering, picture, notice, or advertisement installed on or in any part of the Premises and visible from the exterior of the Building, or visible from the exterior of the Premises, shall be installed at Tenant’s sole cost and expense, and in such manner, character and style as Landlord may approve in writing. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant which Tenant shall pay as Additional Rent upon demand.
2. No awning or other projection shall be attached to the outside walls of the Building. No curtains, blinds, shades, or screens visible from the exterior of the Building or visible from the exterior of the Premises, shall be attached to or hung in, or used in connection with any window or door of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Such curtains, blinds, shades, screens, or other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord.
3. Tenant, its servants, employees, customers, invitees, and guests shall not obstruct sidewalks, entrances, passages, corridors, vestibules, halls, elevators, or stairways in and about the Building which are used in common with other tenants and their servants, employees, customers, guests, and invitees, and which are not a part of the Premises of Tenant. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the Building corridors or from the exterior of the Building and will promptly remove any such objects upon notice from Landlord.
4. Tenant shall not make or permit unreasonable noise, flashing or bright lights, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit unreasonable sound or other waves or disturbances or create obnoxious odors, which may be deemed noxious or offensive, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennas, aerials, or similar devices inside or outside of the Premises or on the Building.
5. Tenant assumes full responsibility for protecting its space from theft, robbery, and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured after Normal Business Hours.
6. All persons or contractors employed by Tenant to perform janitorial work, window washing, cleaning, maintenance, repair, or similar work in the Premises shall require the written pre-approval of Landlord, not to be unreasonably withheld (and any such approval previously so granted by Landlord with respect to any such particular contractor may also be revoked thereafter in Landlord’s reasonable discretion). All vendors, suppliers, workers, service providers, movers and delivery personnel entering the Building at the request of Tenant or its agents must satisfy the Building’s insurance requirements.
7. In no event shall Tenant bring into any part of the Premises any firearms, any inflammables such as gasoline, kerosene, naphtha and benzene, explosives, or any other chemical, article or substance of intrinsically dangerous nature (except for any such items which are incidental to and necessary for the operation of a use permitted under Article 5 above or permitted under Rule #9 below (but then only in strict accordance with all applicable Laws (including Applicable Environmental Laws))), for which Tenant shall be solely and strictly liable).

8. Landlord shall have the right to prohibit any advertising by Tenant which in Landlord's reasonable opinion tends to impair the reputation of the Building or its desirability as a building for office use, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

9. The Premises shall not be used for cooking (except for employees personal use of microwave or toaster ovens, and coffee machines, and for the boiling of water in the preparation of business meals consumed on-premises, and except for employees' use of grilling equipment outdoors for the preparation of personal meals or events (to be performed in a safe and responsible manner in strict accordance with all applicable Laws, and for which Tenant shall be solely and strictly liable)), lodging, sleeping, or for any immoral or illegal purpose.

10. Unless expressly permitted by the Landlord, no additional locks or similar devices shall be attached to any door or window and no keys/pass cards other than those provided by the Landlord shall be made for any door. If additional keys are required by the Tenant after Tenant's initial occupancy, the Landlord may provide the same upon payment by the Tenant. Upon termination of this Lease or of the Tenant's possession, the Tenant shall surrender all keys/pass cards to the Premises and shall explain to the Landlord all combination locks on safes, cabinets and vaults.

11. Any carpeting cemented down by Tenant shall be installed with a releasable adhesive. In the event of a violation of the foregoing by Tenant, Tenant shall pay the expense incurred by such removal as Additional Rent upon demand.

12. The water and wash closets, drinking fountains, and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors, or licensees shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

13. No electric circuits for any purpose shall be brought into the leased premises without Landlord's written permission specifying the manner in which same may be done. No machinery of any kind (other than normal office equipment) may be operated by any tenant on its leased premises without Landlord's prior written consent, nor any equipment which does not bear the Underwriters Laboratories seal of approval, or its equivalent, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by Landlord,

14. No bicycle or other vehicle, and no dog or other animal (other than guide animals for sightless people, or other service animals, if permitted by applicable Law) shall be allowed in offices, halls, corridors, or elsewhere in the Building, except as required by Law.

15. Tenant shall not throw anything out of the door or windows, or down any passageways or elevator shafts.

16. All loading, unloading, receiving, or delivery of goods or supplies, or disposal of garbage or refuse shall be made only through entryways and freight elevators provided for such purposes and indicated by Landlord. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles. Tenant will promptly pay Landlord the cost of repairing any damage to the Building caused by any person moving any such furniture, equipment or matter to or from the Premises.

17. All safes, equipment, furniture or other heavy articles shall be carried in or out of the Premises only at such time and in such manner, through such entrances, elevators and corridors and at such times as may from time to time be designated by Landlord, and by movers or a moving company reasonably approved by Landlord, and Landlord shall in all cases have the right to specify the proper position of any such safe, equipment, or other heavy article, which shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building in which they are located, or to the other tenants or occupants of said Building. Tenant shall be responsible for any damage to the Building or the property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Premises, and shall make all repairs

and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

18. Canvassing, soliciting, and peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

19. Vending machines shall not be installed without permission of the Landlord.

20. Tenant, its servants, employees, customers, invitees, and guests shall not smoke in the Building.

21. Tenant may install a Wireless Fidelity Network (or similar system) ("Wi-Fi Network") for intranet, internet, or communications purposes within its Premises. Such Wi-Fi Network may not interfere with the use of any other space within the Building. Should any interference occur, Tenant shall take all necessary steps as soon as commercially practicable and no later than three (3) calendar days following such occurrence to correct such interference. Tenant acknowledges that Landlord has granted and/or may grant leases, licenses and/or other rights to other tenants and occupants of the Building and to telecommunication service providers.

22. Tenant shall cooperate with Landlord in any programs in which Landlord may elect to participate relating to the Building's (i) energy efficiency, management, and conservation; (ii) water conservation and management; (iii) environmental standards and efficiency; (iv) recycling and reduction programs; and/or (v) safety, which participation may include, without limitation, the Leadership in Energy and Environmental Design (LEED) program and related Green Building Rating System promoted by the U.S. Green Building Council, as well as the Energy Star program promoted by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

23. At all times during the term of this Lease, Tenant shall ensure that all wiring and cabling that it installs within the Premises or Building complies with all provisions of local fire and safety codes, as well as with the National Electric Code. Further, upon the expiration or sooner termination of the Term, Tenant shall remove all wiring and cabling within the Premises and the Building (including the plenums, risers and rooftop) placed there by or at the direction of Tenant, unless excused in writing by Landlord.

24. Tenant will ensure that all deliveries to the Premises made through such entrances, elevators and corridors and at such times as may from time to time be designated by Landlord. Such deliveries may not be made through any of the main entrances to the Building, except with Landlord's prior permission. Tenant will use or cause to be used, in the Building, hand trucks or other conveyances equipped with rubber tires and rubber side guards to prevent damage to the Building or property in the Building. Tenant will promptly pay Landlord the cost of repairing any damage to the Building caused by any person making deliveries to the Premises.

25. Tenant requirements and requests for services or work will be considered only following written application to property management.

EXHIBIT C

ADDENDUM TO LEASE IN THE EVENT OF A LANDLORD TRANSFER

1. The first paragraph of **Article 5(a)** of the Lease is hereby deleted in its entirety, and replaced with the following:

*“(a) Landlord agrees that Tenant may occupy the Premises during the Term for any legal use (the “**Permitted Use**”).”*

2. Paragraphs 1 and 2 of **Exhibit B (Rules and Regulations)** of the Lease are hereby deleted in their entirety, and Paragraph 1 is hereby replaced with the following:

*“1. Subject to **Article 15** of the Lease, any sign, lettering, picture, notice, or advertisement installed on or in any part of the Premises and visible from the exterior of the Building, or visible from the exterior of the Premises, shall be installed at Tenant’s sole cost and expense, and in such manner, character and style as Tenant may determine in Tenant’s reasonable discretion, subject to applicable Laws.”*

3. Paragraph 29(a) is hereby amended by adding the following language at the end of the provision:

“Notwithstanding the foregoing terms of this Paragraph 29, subordination of this Lease to any future ground or underlying leases of the Property or to the lien of any mortgages or trust deeds hereafter in force against the Property shall be conditioned upon Tenant’s receipt of a fully-executed commercially reasonable non-disturbance agreement from such ground lessor or mortgagee.”

From and after the effective date of any Landlord Transfer, in the event of any conflict between the terms of this Addendum, and those of the Lease, the terms of this Addendum shall control.

EXHIBIT D

ADDENDUM TO LEASE IN THE EVENT OF A TENANT TRANSFER

1. **Article 4(b)(2)** is hereby amended such that the \$25,000.00 deductible maximum shall apply to all casualty coverage (including, but not limited to, fire, flood/water, wind, and earthquake coverages).

2. **Article 10(b)** is hereby amended such that in the event Tenant should undertake any Alteration, Tenant shall pay to Landlord a construction management fee equal to a percentage of all costs incurred for such work based on the following schedule:

<u>Cost of Work</u>	<u>Percentage Fee</u>
\$1 - \$999, and work that does not require Landlord's consent	0%
\$1,000 - \$100,000	5%
\$100,001 - \$250,000	4%
\$250,001 - \$500,000	3%
\$500,001 and above	2%

3. **Financial Statements.** Tenant shall, when requested by Landlord from time to time, but in no event more than once per calendar year (unless required by court order or under applicable Law) furnish a true and accurate audited statement of its financial condition prepared in conformity with GAAP and in a form reasonably satisfactory to Landlord.

4 **Article 29(c)** of the Lease is hereby amended such that the phrase *“Notwithstanding the foregoing and anything contained in this Lease to the contrary, in the event that any such default has not been cured (by Landlord or lien holder) within ninety (90) days following Tenant’s notice to Landlord of the existence of said default, Tenant shall be permitted to effectuate a cure on Landlord’s behalf”* is hereby deleted in its entirety.

5. **Security Deposit.** Upon the effective date of any Tenant Transfer, Tenant shall deposit a security deposit with the Landlord, in U.S. Dollars, an amount equal to two times (2x) then monthly Base Rent then payable by Tenant under this Lease, which shall be in addition to the rent paid. Such deposit shall be non-interest bearing, and may be appropriated by Landlord in the case where Tenant has, by act or omission, or any of Tenant's licensees or invitees have, by act or omission, damaged any part of the Premises or committed waste on the Premises, or Tenant has breached this Lease. Before refunding said deposit, Landlord shall be entitled to inspect the Premises upon the termination of the Lease after Tenant has vacated from the leased Premises to ascertain how much of the security deposit, if any, Landlord shall be entitled to retain. Landlord shall have thirty (30) days within which to make that determination. If no written or oral communication is made to Tenant within that thirty (30) days, the Tenant may assume that the Landlord does not intend to remit any portion of the security deposit. In case of a failure to pay any amount due to Landlord under this Lease, or if Tenant shall have violated any term or condition of this Lease, Landlord may also set-off against the security deposit for, among other reasons, failure to pay late fees, interest, Rent and/or damages. Retention of any part and/or all of the security deposit shall not relieve Tenant of Tenant's obligation to pay all

rent or to reimburse Landlord for any damages which Landlord may suffer in addition to the amount of the security deposit or any acts or omissions on the part of Tenant, or on the part of any licensees or invitees, or by a breach by the Tenant under this Lease.

From and after the effective date of any Tenant Transfer, in the event of any conflict between the terms of this Addendum, and those of the Lease, the terms of this Addendum shall control.