

## Real Estate Lease

### Newark CA - 1035 - Balentine Park (3283)

Report Date: 11/30/2022

#### Lease Information

System Lease ID:	3283	Country:	United States
Tenant Legal Name:	Community Psychiatry Management, LLC	Floor:	Lease is Silent.
Landlord Legal Name:	John Management Company, LLC	Suite:	210
Client Lease ID:	Newark CA - 1035	Building Type:	Office
Building Name:	Balentine Park	Abstract Prepared By:	
Address 1:	39899 Balentine Drive	Abstract Reviewed By:	
Address 2:		Lease Email Address:	l3283@mindpath.costarremail.com
City:	Newark	Lease Source Import ID:	
State:	CA	Exclude from Invoice Payments:	False
Zip Code:	94560	Related Party Status:	
Lease Hierarchy:	Mindpath Health		
Lease Portfolio:	Mindpath Health RE Portfolio		

#### Term Information

Lease Agreement Date:	6/29/2005	Current Term:	5 years
Possession Date:	9/1/2005	Current Term Remaining:	1 year 9 months 1 day
Rent Commencement Date:	9/1/2005	Term Comment:	None
Original Lease Commencement:	9/1/2005	Lease Status:	Active
Original Lease Expiration Date:	8/31/2010	Lease Type:	Lessee
Original Term:	09/01/2005 - 08/31/2010	Lease Recovery Type:	Modified Gross
Current Lease Commencement:	9/1/2019	Last Possible Expiration:	8/31/2024
Current Lease Expiration Date:	8/31/2024	Lease Life Remaining:	1 year 9 months 1 day

#### Tenant Space Information

Rentable Area:	2,191.00	Flex:	
Measure Units:	SF	Tenant Portal:	
Clinician Offices:		Clinician Count:	
Current TMS:		Pro Rata Share:	1.99%
Future TMS:		Primary Use:	Office
Esketamine (Y/N):		Additional Use:	
Group (Y/N):		Account Type:	AP
Testing (Y/N):		Currency:	United States Dollar

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**Utilization**

Space Type	Description	Rentable Area	Usable Area
Office	Suite 210. (3rd Amendement, Pg. 1, 2,191.00 Sec. Recitals(A); TT Estoppel Certificate, Pg. J-1; 2nd Amendement, Pg. 1, Sec. Recitals (A); 1st Amendment, Pg. 1, Sec. 1; Basic Lease Information, Pg. S-1)		
Total		2,191.00	0.00

**Allocations**

Segment 1	Segment 2	Segment 3	Segment 4	Cost Percent	Space Percent	Head Count	Status	Use Type
Total				0.00	0.00	0		

**GL Recurring Events**

Category	Name	Begin Date	End Date	Amount	Amt Per Unit	Cur.	Frequency	Vendor
Rent	Rent: RET	9/1/2005	8/31/2024	0.00	0.00	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2005	8/31/2006	4,644.92	25.44	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:CAM - Maintenance	9/1/2005	8/31/2024	0.00	0.00	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Leasehold Improvement-Landlord	9/1/2005	8/31/2010	341.58	1.87	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2006	8/31/2007	4,754.47	26.04	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR

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Rent	Rent:Base Rent	9/1/2007	8/31/2008	4,864.02	26.64	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2008	8/31/2009	4,973.57	27.24	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2009	8/31/2010	5,083.12	27.84	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2010	8/31/2011	3,505.60	19.20	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2011	8/31/2012	3,610.77	19.78	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2012	8/31/2013	3,719.09	20.37	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2013	8/31/2014	3,830.66	20.98	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2014	8/31/2015	3,834.25	21.00	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2015	8/31/2016	3,943.80	21.60	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR

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Rent	Rent:Base Rent	9/1/2016	8/31/2017	4,053.35	22.20	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2017	8/31/2018	4,162.90	22.80	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2018	8/31/2019	4,272.45	23.40	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2019	8/31/2020	5,915.70	32.40	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2020	8/31/2021	6,093.17	33.37	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2021	8/31/2022	6,275.97	34.37	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2022	8/31/2023	6,464.25	35.40	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR
Rent	Rent:Base Rent	9/1/2023	8/31/2024	6,658.18	36.47	USD	Monthly	John Property Management, LLC c/o Colliers International REMS AR

**Payments by Month and Category (Amount shown in Lease Currency)**

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	2022-10	2022-11	2022-12	Total
Rent	6,464.25	6,464.25	6,464.25	19,392.75
Total	6,464.25	6,464.25	6,464.25	19,392.75

**Payments by Year and Category (Amount shown in Lease Currency)**

	Rent	Total
2005	19,946.00	19,946.00
2006	60,276.20	60,276.20
2007	61,590.80	61,590.80
2008	62,905.40	62,905.40
2009	64,220.00	64,220.00
2010	57,420.00	57,420.00
2011	42,487.88	42,487.88
2012	43,762.52	43,762.52
2013	45,075.36	45,075.36
2014	45,982.28	45,982.28
2015	46,449.20	46,449.20
2016	47,763.80	47,763.80
2017	49,078.40	49,078.40
2018	50,393.00	50,393.00
2019	57,842.40	57,842.40
2020	71,698.28	71,698.28
2021	73,849.24	73,849.24
2022	76,064.76	76,064.76
2023	78,346.72	78,346.72
2024	53,265.44	53,265.44
Total	1,108,417.68	1,108,417.68

**Escalations**

Escalation Type:

Index Name:

Percent Applied: %

Escalation Cap: 0%

Escalation Floor: %

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Lease Escalations

Escalation Date	Escalation Note
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Lease Options

Remaining Renewal Options: 0

Option Type	Option Type Number	Option Begin Date	Option End Date	Option Term Duration	Option Status	Reas. Certain To Exer.
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Other Reimbursable Charges

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<b>Insurance:</b>	<p>The cost of LL's insurance other than business interruption or rental value shall be included in OpEx.</p> <p>Doc: Lease Sec: 5(b), 12(b) Page: 2-3, 13</p>
<b>Op Ex:</b>	<p>TT to pay LL, its TT's Proportionate Share (1.99%) of OpEx, over the Base Year (initially 2005 calendar year, effective 09/01/2010, 2010 calendar year, effective 09/01/2014, 2014 calendar year and effective 09/01/2019, 2019 calendar year) based on LL's estimate, in advance concurrently with each monthly installment of Basic Rent, subject to annual reconciliation, grossed up to 95%. OpEx shall include (i) wages and salaries; (ii) insurance expenses other than business interruption or rental value insurance; (iii) cost of all utilities. OpEx shall exclude (i) Taxes; (ii) depreciation; (iii) leasing commissions.</p> <p>Doc: 3rd Amendment; 2nd Amendment; 1st Amendment; Lease Sec: 4; 4; 4; Basic Lease Information, 5(b) Page: 1-2; 2; 1; S-2, S-3, 2-5</p>
<b>Parking:</b>	<p>TT shall have the right to use 9 parking spaces for undesignated parking in the parking area associated with the building from time to time applicable to patrons of the Parking Area.</p> <p>Doc: Lease Sec: Exhibit G Page: G-1</p>
<b>RE Taxes:</b>	<p>TT shall pay to LL, its Proportionate Share (1.99%) of Taxes, over the Base Tax Year (initially 2005 calendar year, effective 09/01/2010, 2010 calendar year, effective 09/01/2014, 2014-2015 tax year and effective 09/01/2019, 2019 tax year), based on LL's estimate, in advance concurrently with each monthly installment of Basic Rent, subject to annual reconciliation. Tax shall include costs of consultants retained in effort to lower taxes and all costs incurred in disputing any taxes or in seeking to lower the tax valuation of Project, any assessment, tax, fee, levy or charge.</p> <p>Doc: 3rd Amendment; 2nd Amendment; Lease Sec: 4; 4; Basic Lease Information, 5(b), 17 Page: 1-2; 2; S-2, S-3, 2-5, 18</p>
<b>Utilities:</b>	<p>The cost of all utilities shall be included in OpEx. LL shall furnish to TT (i) Water for Building; (ii) heated and refrigerated air conditioning (HVAC) for Building; (iii) janitorial service to the Premises on weekdays, other than holidays, for Building standard installations and such window washing as may from time to time; (iv) elevators for ingress and egress to the floor on Premises are located; (v) electrical current during normal business hours. If TT's consumption of electricity exceed the electricity to be provided by LL, at TT's expenses, LL shall make reasonable efforts to supply such service through the then-existing feeders and risers serving the Building and the Premises. TT shall pay, within 30 days after invoice provided by LL. For additional consumption and potential consumption, LL shall install, maintain separate meter in the Premises at TT's expenses.</p> <p>Doc: Lease Sec: 8(a-b) Page: 5-6</p>

## Lease Clauses

<b>Alterations:</b>	<p>TT shall not make alterations or physical additions in Premises without prior written consent of LL (not to be unreasonably withheld or delayed). TT shall have the right to perform non-structural alterations or decorations to the Premises not exceed the cost of \$10,000 upon notice to but without the prior written consent of LL. TT shall submit the plans and specification to LL.</p> <p>Doc: Lease Sec: 9(a) Page: 7-8</p>
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#### Assignment/Sublease:

TT shall not assign the Lease, sublet any portion of the Premises without the prior written consent of LL, except of TT's Affiliate; any corporation, limited partnership, limited liability partnership, limited liability company or other business entity in which or with which TT, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities; any corporation, limited partnership, limited liability partnership, limited liability company or other business entity acquiring all or substantially all of TT's assets (Permitted Transferee). Upon TT's notice request for consent, TT shall pay to LL a fee of \$1,000 to defray LL's expenses in reviewing such request and also reimburse LL immediately upon request for its reasonable attorneys' fees incurred in connection with considering any request for consent to a Transfer. TT shall remain liable. LL may, within 15 business days after submission of TT's written request, cancel the Lease as to the portion of the Premises proposed to be sublet or assigned as of the date the proposed Transfer is to be effective. Upon receipt, 50% of excess Rent to be paid to LL.

Doc: Lease Sec: 11 Page: 9-12

#### Estoppel/SNDA:

Estoppel: Within 10 days after LL's request.  
SNDA: Within 10 days after request of LL or LL's Mortgagee.

Doc: Lease Sec: 13(a), 26(e) Page: 14-15, 24

#### Holdover:

Tenancy at sufferance, and TT shall pay addition to Other Rent, Basic Rent equal to the greater of 150% of the last paid Basic Rent or 125% of prevailing rental rate in the building for similar space.

Doc: Lease Sec: 23 Page: 22

#### Hours of Operation:

HVAC Hours: Between 8:00 a.m. and 6:00 p.m. on weekdays (other than holidays), and on Saturday, Sunday or any nationally recognized holidays.

Doc: Lease Sec: 8(a) Page: 5, 6

#### Late Fee:

All past due payments shall bear interest 12% per annum or the maximum lawful rate of interest from the due date until paid at LL. If TT fails to pay any payment more than 5 days due, a fee equal to 5% of the delinquent payment to reimburse LL for its cost and inconvenience incurred as a consequence of TT's delinquency.

Doc: Lease Sec: 6 Page: 5

#### Permitted Use:

TT shall use the Premises for Office use or any lawful purpose.

Doc: Lease Sec: Basic Lease Information, 10 Page: S-2, 9

#### Signage:

TT shall not paint or install lighting or decorations, signs, window or door lettering, or advertising media of any type readily visible from the exterior of the Premises without the prior written consent of LL, such consent may be withheld in LL's sole and absolute discretion.

Doc: Lease Sec: 9(a), Exhibit C(3) Page: 7, C-1



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#### Surrender/Condition of Return:

At expiration, TT shall deliver to LL the Premises with all improvements in good repair and condition, free of Hazardous Materials placed on the Premises, broom-clean, reasonable wear and tear excepted and all the keys of the Premises. TT may remove all unattached trade fixtures, furniture, and personal property placed in the Premises or elsewhere in the Building by TT. Additionally, at LL's option, TT shall remove such alterations, additions, improvements, trade fixtures, personal property, equipment, wiring, conduits, cabling, and furniture, however, TT shall not be required to remove any addition or improvement to the Premises or the Project if LL has specifically agreed in writing that the improvement or addition in question need not be removed. TT shall repair all damage caused by such removal. If TT fails to remove, LL shall deem abandoned and may appropriate, sold, stored, destroyed, or disposed of by Landlord without notice to TT.

Doc: Lease Sec: 22 Page: 21, 22

#### Security Deposits

Deposit Type	Date Deposited	Amount	Deposit Holder	Return Due	Date Deposit Returned	Deposit Comments
Cash	9/1/2005	5,424.70	LL	9/30/2024		Upon execution, TT shall pay to LL, in the form of cash or letter of credit at TT's election, the Security Deposit in an amount of \$5,424.70. Provided that TT has performed all of its obligations under the Lease, LL shall returned to TT the portion of the Security Deposit which shall not applied to satisfy TT's obligations, within 30 days after the Lease expiration. (3rd Amendment, Pg. 1, Sec. 3; 2nd Amendment, Pg. 1-2, Sec. 3; Basic Lease Information, Pg. S-2, Lease, Pg. 5, Sec. 7)
Guarantor						Silent.

#### Insurance Requirements

## Real Estate Lease

### Newark CA - 1035 - Balentine Park (3283)

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Insurance Type	Coverage Required	Coverage Limits	Per Occurrence	Aggregate	Policy Expiration Date	Source Of Data
Business Interruption	Yes					2nd Amendment, Pg. 2; Sec. 6.3; Lease, Pg. 12-14;
	Notes: Written Notice of Policy Cancellation or Change in Coverage: Yes. At least 30 days prior written notice to LL. Additional Insured: LL Waiver of Subrogation: Yes, Both LL and TT					
Commercial General Liability	Yes		\$3,000,000.00			2nd Amendment, Pg. 2; Sec. 6.3; Lease, Pg. 12-14;
	Notes: Written Notice of Policy Cancellation or Change in Coverage: Yes. At least 30 days prior written notice to LL. Additional Insured: LL Waiver of Subrogation: Yes, Both LL and TT					
Commercial General Liability	Yes					2nd Amendment, Pg. 2; Sec. 6.3; Lease, Pg. 12-14;
	Notes: Insurance covering the full value of all alterations and improvements: Written Notice of Policy Cancellation or Change in Coverage: Yes. At least 30 days prior written notice to LL. Additional Insured: LL Waiver of Subrogation: Yes, Both LL and TT					
Commercial General Liability	Yes					2nd Amendment, Pg. 2; Sec. 6.3; Lease, Pg. 12-14;
	Notes: Contractual liability insurance: Written Notice of Policy Cancellation or Change in Coverage: Yes. At least 30 days prior written notice to LL. Additional Insured: LL Waiver of Subrogation: Yes, Both LL and TT.					
Personal Property Insurance	Yes					2nd Amendment, Pg. 2; Sec. 6.3; Lease, Pg. 12-14;
	Notes: Insurance covering all furniture, trade fixtures and personal property: Written Notice of Policy Cancellation or Change in Coverage: Yes. At least 30 days prior written notice to LL. Additional Insured: LL Waiver of Subrogation: Yes, Both LL and TT					
Workers Comp	Yes					2nd Amendment, Pg. 2; Sec. 6.3; Lease, Pg. 12-14;
	Notes: Written Notice of Policy Cancellation or Change in Coverage: Yes. At least 30 days prior written notice to LL. Additional Insured: LL Waiver of Subrogation: Yes, Both LL and TT					

### Lease Repairs Schedule

Item	Responsible Party	Reimbursable By	Comments
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After Hours Services (HVAC)	Landlord	Tenant	Upon TT written request Provided to LL before 3:00 p.m. on the business day preceding such extra usage of after-hour HVAC service, TT shall pay the cost of such services (currently \$35.00/hour) within 30 days after LL provided invoice to TT. (Lease, Pg. 6, Sec. 8 (a)(2))
Building Systems - HVAC	Landlord	Landlord	LL shall responsible for provide the heated and refrigerated air conditioning (HVAC) as appropriate, at such temperatures and such amounts as are standard for comparable professional office buildings in the vicinity of the Building. (Lease, Pg. 5, Sec. 8(a))
Cable Services	Tenant	Tenant	TT at its expenses shall responsible for obtaining all wire, fiber optic, microwave, wireless, and any other transmission systems (Telecommunications Services). (Lease, Pg. 26, Sec. 26(t))
Demised Premises	Tenant	Tenant	TT at its expenses shall repair, replace and maintain the Premises in clean, safe, good and operable condition. (Lease, Pg. 7, Sec. 9(b))
Electrical Systems	Landlord	Landlord	LL shall responsible for provide electrical current during normal business hours for equipment that does not require more than 110 volts and whose electrical energy consumption does not exceed normal office usage. (Lease, Pg. 5, 6, Sec. 8(a))
Electricity	Landlord	Tenant	If TT's consumption of electricity exceed the electricity to be provided by LL, at TT's expenses, LL shall make reasonable efforts to supply such service through the then-existing feeders and risers serving the Building and the Premises. TT shall pay for such service \$35.00/hour, within 30 days after invoice provided by LL. For additional consumption and potential consumption, LL shall install, maintain separate meter in the Premises at TT's expenses. (Lease, Pg. 5, 6, Sec. 8(a, b))
Elevator Maintenance	Landlord	Tenant - Included in CAM	As part of Opex, LL shall repair and replace the elevator maintenance of Project. (Lease, Pg. 2, 5, 6, Sec. 5 (b(2)), 8(a))

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Exterior Common Area Maintenance	Landlord	Landlord	LL shall maintain the common areas of the Building in reasonably good order and condition. (Lease, Pg. 5, 6, Sec. 8(a))
Interior Common Area Maintenance	Landlord	Landlord	LL shall maintain the common areas of the Building in reasonably good order and condition. (Lease, Pg. 5, 6, Sec. 8(a))
Janitorial	Landlord	Landlord	LL shall provide and maintain janitorial service to the Premises on weekdays, other than holidays, for Building standard installations and such window washing as may from time to time. (Lease, Pg. 5, 6, Sec. 8(a))
Security	Landlord	Tenant - Included in CAM	As part of Opex, LL shall maintain and repair the security of Project. (Lease, Pg. 2, 3, Sec. 5 (b(2)))
Telephone	Tenant	Tenant	TT at its expenses shall responsible for obtaining all wire, fiber optic, microwave, wireless, and any other transmission systems (Telecommunications Services). (Lease, Pg. 26, Sec. 26(t))
Utilities - Other	Landlord	Tenant - Included in CAM	The cost of all utilities shall be included in OpEx. (Lease, Pg. 2, 3, Sec. 5(b(2)))
Water	Landlord	Tenant	LL shall responsible for provide water for Building. Upon TT written request Provided to LL before 3:00 p.m. on the business day preceding such extra usage service, TT shall pay the cost of such services (currently \$35.00/hour) within 30 days after LL provided invoice to TT. (Lease, Pg. 5, 6, Sec. 8(a, b))
Window Cleaning	Landlord	Tenant - Included in CAM	As part of Opex, LL shall repair and replace the window cleaning of Project. (Lease, Pg. 2, 5, 6, Sec. 5 (b(2)), 8(a))

#### Construction Allowance Tracking

##### Construction Allowances

Description	Status	Reimbursement Deadline	Total Amount Owed	Total Paid to Date	Remaining Balance
TI Amortization			0.00		0.00
TT Improvement Allowance			2,300.00		2,300.00

#### Lease Contacts by Company

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Role	Company Name	Attention To	Email	Phone 1	Phone 2
Landlord	John Property Management, LLC c/o Colliers International	Jill Collins			
	Address: 111 North Market Street Suite 820 San Jose CA, 95113 United States				
	Notes:				
Tenant	Community Psychiatry Management, LLC				
	Address: 3835 N. Freeway Blvd. Suite 100 Sacramento CA, 95834 United States				
	Notes:				

**Documents Index**

Type	Description	Effective Date	Execution Date	Comments
Other	Lease Abstract	8/4/2020		Lease Abstract
Other	W-9			The Request for Taxpayer Identification Number and Certification
Letter	Letter	9/19/2006		The New Property Management Company MCC Realty Group, Inc.
Letter	Letter	1/7/2016		Change in ownership, Property Management Retention
Letter	Letter	4/21/2016		Notifies the Change in Ownership LLC Entity
Letter	Letter	2/21/2012		Confirms the Appointment of Property Receiver
Other	Floor plan			Floor plan of the Premises.
Other	Handbook			Specifies the handbook used as a quick reference for questions regarding Balentine Park and our services.
Lease	Lease Agreement	6/29/2005	6/29/2005	By and Between Balentine,L.P. (LL) and Mark D. Levine, M.D. DBA Community Psychiatry Associates(TT) for the period of 60 Months from 09/01/2005 to 08/31/2010 for an area of 2,191 SF
Amendment	First Amendment to Lease (1st Amendment)	8/30/2010	8/10/2010	Extended the term to expire on 08/31/2014 and amends certain provisions of the Lease.

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Assignment	Assignment and Assumption Agreement	8/30/2010	8/30/2010	By and Between Mark David Levine, M.D., Professional Corporation (Assignor) and Mark D.Levine,M.D. Psychiatry Professional Corporation (Assignee)
Letter	Letter	5/23/2011	7/26/2011	Tenant Improvement description change
Assignment	Assignment and Assumption Agreement	2/20/2014	2/20/2014	By and Between Mark David Levine, M.D., Professional Corporation (Assignor) and Mark D.Levine,M.D. Psychiatry Professional Corporation (Assignee)
Amendment	Second Amendment to Lease (2nd Amendment)	2/20/2014	2/27/2014	Extended the term to expire on 08/31/2019 and amends certain provisions of the Lease.
Assignment	Assignment and Assumption Agreement	10/15/2015	10/15/2015	By and Between Mark David Levine, M.D., Psychiatrists, P.C. (Assignor) and Community Psychiatry management, LLC (Assignee)
Estoppel	Tenant Estoppel Certificate		12/1/2015	Confirms the Commencement date and certain provisions of Lease.
Other	W-9		3/14/2016	The Request for Taxpayer Identification Number and Certification
Other	CAR CapEx Appropriation Request		7/28/2019	CAR CapEx Appropriation Request
Amendment	Third Amendment to Lease (3rd Amendment)	8/1/2019	8/8/2019	Extended the term to expire on 08/31/2024 and amends certain provisions of the Lease.

**Abstracting Discrepancies**

Discrepancy Type	Discrepancy Comment	Discrepancy Status	Resolution
Lease Discrepancy	Contacts: LL and TT addresses are not available in the 3rd Amendment. Captured respective notice addresses.	Open	
Lease Discrepancy	Possession date is not available in the Lease. Captured Commencement Date instead.	Open	
Lease Discrepancy	Per Lease, Only the payment language for OpEx ans Tax is known without estimated amount. Abstracted &quot;0&quot; stream for the same.	Open	

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Lease Discrepancy	Deposit Dated: Per Lease, Upon execution, TT shall pay to LL, in the form of cash or letter of credit at TT's election, the Security Deposit in an amount of \$5,424.70. Whereas, Lease is not executed by both parties. Therefore we have captured the Commencement Date (09/01/2005) as Date Deposited. Please Confirm	Open
Lease Discrepancy	Security Deposit: Return Due date is conditional. Captured the last possible due date.	Open
Lease Discrepancy	Contradiction in Premises Area between Site List (1,429 SF) and Lease (2,191 SF). Captured as per Lease.	Open
Lease Discrepancy	Duplicate Copy: Received pdf, (i) "Newark Lease Agreement 06.29.05", and (ii) "Newark Lease". Since both are duplicate copy, not listed pdf "Newark Lease" in documents list. Please advise.	Open
Lease Discrepancy	Duplicate Copy: Received pdf, (i) "LeaseAmend_paint_wiring2011", and (ii) "TI change Paint-Wiring". Since both are duplicate copy, not listed pdf "TI change Paint-Wiring" in documents list. Please advise.	Open
Lease Discrepancy	Sublease Document: As per client instruction, Disregard the sublease. Hence we are not listed Pdf "Newark - Tracy Phal sublease" in document listing. Please advise.	Open
Lease Discrepancy	Unexecuted Document: Lease agreement is not executed by both parties. As of now, we have completed the abstraction with the available document. Please advise.	Open
Lease Discrepancy	Received pdf, (i) Newark Revised Sublease (Tracy Phal) is not able to open. Hence we abstracted with available documents. Please advise.	Open
Lease Discrepancy	Per Lease, We have only amortized amount. Since TT improvement allowance amount is not stated. Therefore we have left Amount Owned field as Blank. Please Confirm	Open

#### Additional Lease Clauses

## Real Estate Lease

Newark CA - 1035 - Balentine Park (3283)

Report Date: 11/30/2022

Clause Type	Clause	Doc	Sec	Page
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### Lease Admin

Category	Status	Due Date	Received Date	Complete Date	Amount	Notes
Transaction Note:						