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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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**FORM 8-K**

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CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): February 2, 2017 (January 30, 2017)

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**GLOBAL MEDICAL REIT INC.**

(Exact name of registrant as specified in its charter)

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**Maryland**  
(State or Other Jurisdiction  
of Incorporation)

**8091371022**  
(Commission  
File Number)

**46-4757266**  
(I.R.S. Employer  
Identification No.)

**4800 Montgomery Lane, Suite 450**  
**Bethesda, MD**  
**20814**

(Address of Principal Executive Offices)  
(Zip Code)

**(202) 524-6851**  
(Registrant's Telephone Number, Including Area Code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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### **Item 1.01 Entry into a Material Definitive Agreement**

On February 1, 2017, Global Medical REIT Inc. (the "Company") announced that it has entered into an agreement to acquire a portfolio of three properties for an aggregate purchase price of \$49,500,000. The three properties, discussed further below, are OCOM Hospital, OCOM Physical Therapy and OCOM North Ambulatory Surgical Center located in Oklahoma City, Oklahoma.

#### **OCOM Hospital, OCOM Physical Therapy and OCOM North Ambulatory Surgical Center – Oklahoma City, Oklahoma**

On January 30, 2017, the Company, through a wholly owned subsidiary of the Company's operating partnership, Global Medical REIT L.P. (the "OP"), entered into a purchase contract (the "Purchase Agreement") with CRUSE-TWO, L.L.C., an Oklahoma limited liability company ("Cruse-Two"), and CRUSE-SIX, L.L.C., an Oklahoma limited liability company ("Cruse-Six") to acquire a 69,811 square-foot surgical hospital (the "Hospital"), a 20,434 square-foot physical therapy center (the "PT Center," together with the Hospital, "OCOM South"), and a 10,086 square-foot outpatient ambulatory surgery center ("OCOM North") located in Oklahoma City, Oklahoma from Cruse-Two and Cruse-Six for an aggregate purchase price of \$49,500,000.

Upon closing of the acquisition of OCOM South, the Company will assume the existing absolute triple-net lease agreement (the "OCOM South Lease"), pursuant to which OCOM South is leased from Cruse-Two to Oklahoma Center for Orthopedic & Multi-Specialty Surgery, LLC ("OCOM") with a remaining initial lease term expiring September 1, 2033, subject to three consecutive five-year renewal options by the tenant. 25% of the rent is guaranteed by United Surgical Partners International, Inc. ("USPI") and 25% of the rent is guaranteed by INTEGRIS Health, Inc. ("INTEGRIS").

Upon closing of the acquisition of OCOM South, the Company will, through a subsidiary of the OP, enter into a new absolute triple-net lease agreement (the "Master Lease,"), pursuant to which the subsidiary, as master landlord, will lease OCOM South to Cruse-Two, as master tenant. The Master Lease will have a five-year term. Initial rent will be \$3,138,912, subject to annual rent escalations of 1.4%. The OCOM South Lease will become a sublease under the Master Lease upon commencement of the Master Lease. USPI and INTEGRIS will continue to serve as guarantors of the OCOM South Lease in the percentages set forth above, while the Master Lease will have no lease guarantees. Upon expiration of the Master Lease, the OCOM South Lease will become a direct lease with an annual rent of \$3,365,188, subject to annual rent escalations of 2.0% until lease expiration on September 1, 2033.

Under the Master Lease, OCOM will continue to be responsible for all lease payments due under the OCOM South Lease, which amounts will be paid directly to the Master Tenant, while Cruse-Two will be responsible for payment of the additional rent amounts payable under the Master Lease. Cruse-Two will provide a standby letter of credit ("Letter of Credit") addressed to the Company as beneficiary in an amount equal to the aggregate amount of the additional rent payable by Cruse-Two under the Master Lease, less \$220,782, which will be placed into an escrow account at closing and will be disbursed three months before the end of the Master Lease.

Upon closing of the acquisition of OCOM North, the Company will assume the existing absolute triple-net lease agreement (the "OCOM North Lease") pursuant to which OCOM North is leased from Cruse-Six, as landlord, to OCOM, as tenant, with a remaining initial lease term expiring on July 31, 2022, subject to two consecutive five (5)-year renewal options by the tenant. The annual rent under the OCOM North Lease for OCOM North is currently \$383,161, subject to annual increases equal to the CPI (never to decrease and not to exceed 4.0% over the prior year's rent and not to exceed an overall increase of 2.5% per year, compounded annually).

The Company's obligation to close the acquisition is subject to certain conditions. The Company has the right to terminate, without penalty, the Purchase Agreement on or before March 10, 2017, if, in its sole discretion, it is not satisfied with the results of its ongoing due diligence investigation, at which time the Company's earnest money deposit becomes non-refundable. The Purchase Agreement is also subject to other customary terms and conditions as set forth in the Purchase Agreement. Although the Company believes completion of this acquisition is probable, there is no assurance that the Company will close this acquisition.

The above descriptions of the terms and conditions of the Purchase Agreement, Lease Agreements and the transactions contemplated thereby are only a summary and are not intended to be a complete description of the terms and conditions. All of the terms and conditions of the Purchase Agreement and the Lease Agreements are set forth in the Purchase Agreement and Lease Agreements that are filed as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3 and Exhibit 10.4 to this Current Report on Form 8-K and are incorporated herein by reference.

#### **Item 7.01 Regulation FD Disclosure**

A copy of the Company's press release, dated February 1, 2017, announcing two closed transactions and five executed purchase contracts is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

#### **Forward-Looking Statements**

This report contains statements that are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act, pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "anticipate", "believe", "expect", "estimate", "plan", "outlook", and "project" and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. Forward-looking statements are based on information available at the time those statements are made and/or management's good faith belief as of that time with respect to future events. These statements relate to, among other things, the Company's expectations regarding the completion of the acquisition described in this report on the terms and conditions described herein and the expected lease terms. These forward-looking statements are subject to various risks and uncertainties, not all of which are known to the Company and many of which are beyond the Company's control, which could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. These risks and uncertainties are described in greater detail in the Company's other filings with the United States Securities and Exchange Commission (the "Commission"), including without limitation the Company's annual and periodic reports and other documents filed with the Commission. Unless legally required, the Company disclaims any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise. The Company undertakes no obligation to update these statements after the date of this report.

The information in Exhibit 99.1 referenced in Item 9.01 below is being "furnished" and, as such, shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that Section and shall not be incorporated by reference into any registration statement or other document filed by the Company pursuant to the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Purchase Agreement dated as of January 30, 2017, among GMR OKLAHOMA CITY, LLC, a Delaware limited liability company, CRUSE-TWO, L.L.C., an Oklahoma limited liability company, and CRUSE-SIX, L.L.C, an Oklahoma limited liability company.
10.2	Lease Agreement dated September 1, 2014, by and between CRUSE-TWO, L.L.C., an Oklahoma limited liability company, as Landlord, and Oklahoma Center for Orthopedic & Multi-Specialty Surgery, LLC, an Oklahoma limited liability company, as Tenant.
10.3	Lease Agreement dated August 28, 2006, by and between TC Concord Place I, Inc., a Delaware corporation, as Landlord, and Specialists Surgery Center, L, an Oklahoma limited liability company, as Tenant.
10.4	Form of Master Lease Agreement, by and between GMR OKLAHOMA CITY, LLC, a Delaware limited liability company, as Landlord and CRUSE-TWO, L.L.C., an Oklahoma limited liability company, as Tenant.
99.1	Press release dated February 1, 2017.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**GLOBAL MEDICAL REIT INC.**

By: /s/ Conn Flanigan  
Conn Flanigan  
Secretary and General Counsel

Dated: February 2, 2017

**PURCHASE AND SALE AGREEMENT**

**between**

**CRUSE-TWO, L.L.C.,**  
an Oklahoma limited liability company, and

**CRUSE-SIX, L.L.C.,**  
an Oklahoma limited liability company

(collectively, “Sellers”)

and

**GMR OKLAHOMA CITY, LLC,**  
a Delaware limited liability company  
 (“Buyer”)

**Property:**

**OCOM Hospital and  
OCOM Physical Therapy,  
8100 South Walker Avenue, and**

**OCOM North Ambulatory Surgical Center (ASC),  
925 NW 139<sup>th</sup> Street,**

**Oklahoma City, OK**

**January 30, 2017**

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**PURCHASE AND SALE AGREEMENT**

*(OCOM Hospital, Physical Therapy and North ASC, Oklahoma City, OK)*

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into effective as of the 30<sup>th</sup> day of January, 2017 (the "Effective Date"), by and between CRUSE-TWO, L.L.C., an Oklahoma limited liability company ("Cruse-Two"), and CRUSE-SIX, L.L.C., an Oklahoma limited liability company ("Cruse-Six") and collectively with Cruse-Two, "Sellers"; and GMR OKLAHOMA CITY, LLC, a Delaware limited liability company ("Buyer"). American Eagle Title Insurance Company ("Escrow Agent") joins in this Agreement for the limited purposes set forth herein.

**BACKGROUND**

A. This Agreement is made with reference to the following property (collectively, the "Property");

(1) Cruse-Two's fee interest in that certain real property commonly known as the Oklahoma Center for Orthopaedic & Multispecialty Surgery Medical Plaza Buildings B and C located at 8100 South Walker Avenue Oklahoma City, Oklahoma, which land is more particularly described on *Exhibit "A-1"* attached hereto and incorporated herein by this reference, together with all easements, rights and privileges appurtenant thereto, if any (collectively, the "OCOM South Land");

(2) All of Cruse-Two's right, title and interest in and to the buildings located upon the OCOM South Land (the "OCOM South Buildings"), together with all improvements, structures, fixtures and parking areas located on the OCOM South Land, if any, and appurtenant thereto (the OCOM South Buildings and such improvements, structures, fixtures and parking areas being hereinafter collectively referred to as the "OCOM South Improvements," and the OCOM South Land and the OCOM South Improvements being hereinafter collectively referred to as the "OCOM South Real Property");

(3) Upon the expiration or termination of the Master Lease (as defined in Section 6.4 of this Agreement), all of Cruse-Two's right, title and interest in and to the tenant leases relating to the OCOM South Improvements and other occupancy agreements with tenants occupying or using all or any portion of the OCOM South Real Property (collectively with all amendments thereto, the "OCOM South Lease"), any and all security deposits, letters of credit, advance rental, letters of credit or like payments, if any, held by Cruse-Two (collectively, the "OCOM South Security Deposits"), and all guaranties of the OCOM South Lease, if any, held by Cruse-Two;

(4) Upon the expiration or termination of the Master Lease, all of Cruse-Two's right, title and interest in and to all fixtures, equipment, furniture, furnishings, appliances, supplies and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the OCOM South Real Property, owned by Cruse-Two and located within the OCOM South Real Property but expressly excluding any of the foregoing owned or leased by any tenant and any personal property owned by a third party and leased to Cruse-Two (the "OCOM South Personalty"); and

(5) Upon the expiration or termination of the Master Lease, all of Cruse-Two's right, title and interest in and to all intangible rights and property used or useful in connection with the foregoing, if any, including, without limitation, all development rights, contract rights, guaranties, licenses, plans, drawings permits and warranties and all of Cruse-Two's rights, title and interest, if any, in and to any service marks, logos or any trade names as well as all of Cruse-Two's rights and remedies under all construction, design and related agreements relating to the OCOM South Buildings (collectively, the "OCOM South Intangible Property");

(6) Cruse-Six's fee interest in that certain real property commonly known as the Oklahoma Center for Orthopaedic & Multispecialty Surgery Medical Plaza located at 5925 NW 139<sup>th</sup> Street, Oklahoma City, Oklahoma, which land is more particularly described on *Exhibit "A-2"* attached hereto and incorporated herein by this reference, together with all easements, rights and privileges appurtenant thereto, if any (collectively, the "OCOM North Land");

(7) All of Cruse-Six's right, title and interest in and to the building located upon the OCOM North Land (the "OCOM North Building"), together with all improvements, structures, fixtures and parking areas located on the OCOM North Land, if any, and appurtenant thereto (the OCOM North Building and such improvements, structures, fixtures and parking areas being hereinafter collectively referred to as the "OCOM North Improvements," and the OCOM North Land and the OCOM North Improvements being hereinafter collectively referred to as the "OCOM North Real Property");

(8) All of Cruse-Six's right, title and interest in and to the tenant leases relating to the OCOM North Improvements and other occupancy agreements with tenants occupying or using all or any portion of the OCOM North Real Property (collectively with all amendments thereto, the "OCOM North Lease"), any and all security deposits, letters of credit, advance rental, letters of credit or like payments, if any, held by Cruse-Six (collectively, the "OCOM North Security Deposits"), and all guaranties of the OCOM North Lease, if any, held by Cruse-Six;

(9) All of Cruse-Six's right, title and interest in and to all fixtures, equipment, furniture, furnishings, appliances, supplies and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with, the OCOM North Real Property, owned by Cruse-Six and located within the OCOM North Real Property but expressly excluding any of the foregoing owned or leased by any tenant and any personal property owned by a third party and leased to Cruse-Six (the "OCOM North Personalty"); and

(10) All of Cruse-Six's right, title and interest in and to all intangible rights and property used or useful in connection with the foregoing, if any, including, without limitation, all development rights, contract rights, guaranties, licenses, plans, drawings permits and warranties and all of Cruse-Six's rights, title and interest, if any, in and to any service marks, logos or any trade names as well as all of Cruse-Six's rights and remedies under all construction, design and related agreements relating to the OCOM North Building (collectively, the "OCOM North Intangible Property").

B. The Property described in Recital A(1)-(5) above is collectively referred to as the "OCOM South Property," and the Property described in Recital A(6)-10) above is collectively referred to as the "OCOM North Property." Sellers are prepared to sell, transfer and convey the Property to Buyer, and Buyer is prepared to purchase and accept the same from Sellers, all for the Purchase Price and on the other terms and conditions hereinafter set forth.

## TERMS AND CONDITIONS

In consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree:

1. Sale and Purchase. Sellers hereby agrees to sell, transfer and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Sellers, in each case for the Purchase Price and on and subject to the other terms and conditions set forth in this Agreement.

2. Purchase Price. The aggregate purchase price for the Property (the "Purchase Price") shall be Forty Nine Million Five Hundred Thousand and No/100 Dollars (\$49,500,000.00). The portion of the Purchase Price allocated to the OCOM South Property shall be Forty-Four Million Four Hundred Thousand and No/100 Dollars (\$44,400,000) (the "OCOM South Purchase Price"), and the portion of the Purchase Price allocated to the OCOM North Property shall be Five Million One Hundred Thousand and No/100 Dollars (\$5,100,000) (the "OCOM North Purchase Price").

The Purchase Price, subject to the terms and conditions hereinafter set forth, shall be paid to Sellers by Buyer as follows:

2.1 Deposit. Within two (2) Business Days following the mutual execution and delivery of this Agreement by Buyer and Sellers, Buyer shall deliver to Escrow Agent a deposit in the amount of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) (together with any interest thereon, the "Initial Deposit"). If Buyer does not terminate this Agreement pursuant to Section 3.2 on or before the expiration of the Inspection Period, Buyer shall deliver to Escrow Agent an additional deposit in the amount of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) (together with any interest thereon, the "Additional Deposit") within two (2) Business Days following the expiration of the Inspection Period. The Initial Deposit and the Additional Deposit shall be referred to herein collectively as the "Deposit." The Deposit shall be delivered to Escrow Agent in immediately available funds, to be held in escrow and delivered in accordance with this Agreement at the following address: American Eagle Title Insurance Company, 421 NW 13<sup>th</sup> Street, Suite 320, Oklahoma City OK 73103, attention: Mr. Eric Offen, telephone (405) 232-6700, e-mail: [coffen@ameagletitle.com](mailto:coffen@ameagletitle.com).

2.2 Payment at Closing. At the consummation of the transaction contemplated hereby (the "Closing"), Buyer shall deliver to Escrow Agent cash or immediately available funds in an amount equal to the Purchase Price, less the Deposit. The Purchase Price, subject to adjustments and apportionments as set forth herein, shall be paid at Closing by wire transfer of immediately available federal funds, transferred to the order or account of Sellers or such other person as Sellers may designate in writing, subject to the terms of the Post-Closing Escrow Agreement (as defined in Section 6.4, below).

The delivery and recording of documents and the disbursement of funds shall be effectuated through the Escrow Agent at the Closing and pursuant to the closing instructions from the parties hereto, which closing instructions shall not modify or diminish the parties' respective obligations hereunder.

2.3 Independent Consideration. Sellers and Buyer acknowledge and agree that One Hundred Dollars (\$100.00) of the Deposit shall be paid to Sellers if this Agreement is terminated for any reason (the "Independent Contract Consideration"), in addition to any other rights Sellers may have hereunder. Moreover, Sellers and Buyer acknowledge and agree that the Independent Contract Consideration has been bargained for and agreed to as additional consideration for Sellers' execution and delivery of this Agreement and is non-refundable to Buyer.

3 . Due Diligence Inspections. No later than three (3) Business Days after the Effective Date, each Seller shall deliver to Buyer accurate and complete copies of all of the information set forth on Exhibit "L" (collectively, the "Property Information") related to such Seller's Property, to the extent such information is within such Seller's possession or available to such Seller under the terms of the OCOM North Lease or the OCOM South Lease (collectively the "Leases"), as applicable. All Property Information shall be delivered to Attention: Alfonso Leon, Chief Investment Officer, Global Medical REIT, address: 4800 Montgomery Lane, Suite 450, Bethesda, Maryland 20814, telephone: (202) 524-6853, facsimile: (202) 380-0891, e-mail: [AlfonzoL@globalmedicalreit.com](mailto:AlfonzoL@globalmedicalreit.com).

3 . 1 Entry. During the Inspection Period (as defined below), subject to the terms of the Leases affecting the Property, Buyer and its agents and representatives shall be entitled to enter upon the OCOM North Real Property and the OCOM South Real Property (collectively, the "Real Property") from time to time (as coordinated through Sellers and the property manager for the tenants under the Leases), including all leased areas, upon reasonable prior notice to Sellers (and, to the extent applicable, the tenants under the Leases), to perform inspections and tests of the Property, including surveys, environmental studies, examinations and tests of all structural and mechanical systems within the OCOM North Improvements and the OCOM South Improvements (collectively, the "Improvements"), and to examine the books and records of Sellers relating to the Property. Buyer shall furnish to Sellers, at no expense to Sellers, copies of all studies, inspections and tests of the Property performed by or on behalf of Buyer.

Notwithstanding the foregoing, Buyer shall not be permitted to interfere unreasonably with Sellers' operations at the Property or disturb or interfere with any tenant's rights or occupancy at the Property, and the scheduling of any inspections shall take into account the timing and availability of access to tenants' premises, subject to tenants' rights under the Leases or otherwise. If Buyer wishes to engage in any testing which is invasive, which will damage or disturb any portion of the Property, which will involve sampling, or which will involve testing of subsurface soils, surface water, or groundwater, Buyer shall obtain Seller's prior written consent thereto, which shall not be unreasonably withheld, conditioned or delayed. Buyer agrees that in making any inspections of, or conducting any testing of, on, or under the Property, Buyer or Buyer's agents will carry not less than One Million and 00/100 Dollars (\$1,000,000.00) commercial general liability insurance covering such activities and, upon request of Sellers, will provide Sellers with written evidence of such insurance. Buyer shall repair any damage to the Property caused by any such tests or investigations, and indemnify, defend and hold harmless Sellers, their members and affiliates and their respective directors, officers, managers, employees, agents, successors and assigns from any and all liabilities, claims, losses, suits, demands, costs and expenses resulting therefrom. The indemnity and repair obligations of Buyer under this paragraph shall survive Closing or the termination of this Agreement.

3.2 Inspection Period. The term "Inspection Period," as used herein, shall mean the period commencing on the Effective Date and ending at 5:00 p.m. Pacific time on the date which is forty-five (45) days following the later of (a) Buyer's receipt of the Property Information, or (b) the Effective Date. Buyer may terminate this Agreement in its entirety in its sole discretion for a reason or no reason by giving written notice of such election to Sellers and Escrow Agent at any time prior to the expiration of the Inspection Period, in which event the Initial Deposit shall automatically be refunded and returned forthwith to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice of termination, the contingency provided for in this Section 3.2 no longer shall be applicable, Buyer shall deliver to Escrow Agent the Additional Deposit provided for in Section 2.1, and this Agreement shall continue in full force and effect.

3.3 Property Condition Assessment. Prior to the expiration of the Inspection Period, Buyer shall cause a property condition assessment to be performed by a professional commercial property inspector for each of the OCOM North Property and the OCOM South Property. Buyer shall provide to each respective Seller copies of the inspector's report, which shall set forth in reasonable detail the results of such assessment and the inspector's recommended repairs and maintenance, if any (the "Assessment Report"). The Assessment Report shall be mutually acceptable to Buyer and the respective Seller, which acceptance shall be acknowledged in writing by the respective Seller prior to the expiration of the Review Period. If Buyer fails to deliver the Assessment Report, or if the respective Seller declines or fails to provide acknowledgement of its acceptance of the Assessment Report, prior to the expiration of the Inspection Period, then this Agreement shall be deemed terminated, in which event the Initial Deposit shall automatically be refunded and returned forthwith to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If the Assessment Reports for the Property are accepted, such Assessment Reports shall be referenced in or attached as an exhibit to the Master Lease of the OCOM South Property or the Assignment and Assumption of Leases, Contracts and Security Deposits for the OCOM North Property, as applicable, and, subject to ordinary wear and tear and casualty damage, shall serve as conclusive evidence of the condition of the respective Property as of the Closing Date.

3.4 Title and Survey Matters. Within fifteen (15) Business Days following the Effective Date, Sellers shall cause Escrow Agent (in its capacity as title company issuing the title policy described below, (“Title Company”)) to furnish to Buyer and Sellers title commitments (the “Title Commitments”) with respect to the Property together with copies of all instruments listed as exceptions to title. Within ten (10) Business Days following Buyer’s receipt of the Title Commitments, Buyer shall use commercially reasonable efforts to cause a duly licensed Oklahoma surveyor to furnish to Buyer and Sellers ALTA/NSPS land title surveys of the Real Property (the “Surveys”). Buyer will have until the expiration of the Inspection Period to give written notice to Sellers specifying Buyer’s objections to the Title Commitment, title exceptions listed therein, and the Surveys (collectively, “Title Objections”), if any. If Buyer timely notifies Sellers in writing of the Title Objections, Sellers shall have five (5) business days after receipt of such notice (the “Title Cure Period”) to elect (but shall have no obligation whatsoever) to cure any Title Objection, and if so elected, shall either (a) satisfy the Title Objections at Sellers’ sole cost and expense and cause the Title Company to revise the Title Commitment to reflect such satisfaction, or (b) provide Buyer and the Title Company with satisfactory evidence that Sellers can and will cure such Title Objections prior to or at Closing; *provided, however*, Sellers shall be obligated to remove, pay and/or satisfy prior to or at Closing any monetary liens against the Property created or incurred by or through Sellers (each, a “Monetary Lien”). Failure by Sellers to timely respond in writing to any Title Objections shall be deemed Sellers’ decision not to cure any Title Objections. If Sellers elect not to satisfy any of the Title Objections within the Title Cure Period, Buyer shall have the option, exercisable within five (5) days after the expiration of the Title Cure Period, to either (i) waive the unsatisfied Title Objections, in which event the unsatisfied Title Objections will become Permitted Exceptions (hereinafter defined), or (ii) terminate this Agreement in which event the Deposit shall automatically be refunded and returned forthwith to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Buyer fails to notify Sellers in writing within five (5) days after the expiration of the Title Cure Period that Buyer has elected to terminate this Agreement pursuant to this Section 3.4, then Buyer shall be deemed to have waived all unsatisfied Title Objections. If, after the expiration of the Inspection Period, Title Company amends or adds any exception to the Title Commitments other than at the request of Buyer (including any liens against the Property for a liquidated amount that Sellers are not obligated hereunder to satisfy at Closing), the Title Company will notify Buyer and Sellers immediately. Within two (2) business days after Buyer receives notice from Title Company (and the Closing Date shall be extended if needed so that the Closing shall not occur prior to the end of such two (2) Business Day period), together with a copy of such intervening lien or matter, Buyer shall notify Sellers in writing of any objections thereto (a “Supplemental Title Objection”). If Buyer fails to notify Sellers of such Supplemental Title Objection within such two (2) Business Day period, Buyer shall be deemed to have waived any objection and approved all such exceptions. If the Supplemental Title Objection is material and adverse to the Property, is not caused by Buyer and Sellers do not agree to remove such matter (other than any Monetary Lien), then Buyer may within two (2) business days after the Supplemental Title Objection, terminate this Agreement in which event the Deposit shall automatically be refunded and returned forthwith to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If Sellers have not received written notice from Buyer that Buyer has elected to terminate this Agreement within such two (2) Business Day period of time, then Buyer shall be deemed to have waived any unsatisfied Supplemental Title Objection. “Permitted Exceptions” shall mean any title or survey item, other than Monetary Liens: (i) not raised as Title Objections by Buyer, or (ii) raised as Title Objections by Buyer but thereafter waived or deemed waived.

3.5 Lease Amendments. Buyer acknowledges and agrees that concurrent with the delivery of the Master Lease of the OCOM South Property (pursuant to Section 10.3.3) and the Assignment and Assumption of Leases, Contracts and Security Deposits (pursuant to Section 10.3.5) for the OCOM North Property, each of the Leases shall be amended pursuant to amendments in form and substance prepared by Sellers and approved by Buyer in its reasonable discretion (each, a "Lease Amendment"), which Lease Amendment(s) shall include (i) a requirement that the tenants under each such Lease shall, upon Buyer's written request (in its capacity as landlord or master landlord, as the case may be), provide Buyer with unaudited quarterly financial reports (balance sheets and related statements of income and cash flow statements), and, upon Buyer's additional request from time to time and at Buyer's sole expense, but no more than once every twelve (12) months, provide Buyer with audited financials as well, and (ii) with respect to the OCOM South Lease:

(a) an acknowledgment that, with respect to any indemnity obligations that the tenant may owe to Cruse-Two, as landlord, such indemnity obligations shall extend to Buyer in its capacity as master landlord,

(b) an acknowledgement that Cruse-Two, as landlord, has become a tenant under the Master Lease and that the OCOM South Lease shall be thereafter deemed a sublease, subject and subordinate to the Master Lease for so long as such Master Lease remains in effect and, upon the expiration of such Master Lease, Cruse-Two shall assign, and Buyer shall assume, the landlord's direct interest in the OCOM South Lease, which shall thereafter continue in effect pursuant to its terms and conditions,

(c) an acknowledgement that property insurance required by OCOM South Lease shall be provided by an insurance carrier designated by Buyer at OCOM's sole cost and expense provided that any such insurance shall have substantially similar premiums, deductibles, and coverages as the property insurance maintained by OCOM pursuant to the OCOM South Lease as of the date of this Agreement,

(d) a release of Anthony L. Cruse, an individual, from the applicable guaranties with respect to such Lease.

Sellers will use commercially reasonable efforts to obtain the Lease Amendments; *provided*, that either Seller's failure to obtain the Lease Amendments shall not constitute a default or breach of such Seller's obligations under this Agreement.

4. Representations and Warranties of Sellers. Each Seller represents and warrants to Buyer, with respect to such Seller and with respect to the Property owned by such Seller, as follows:

4.1 Authority. Seller is a limited liability company organized under the laws of the State of Oklahoma and Seller has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement and all documents contemplated hereby by Seller has been duly and validly authorized by all necessary action on the part of Seller, and all required consents and approvals have been duly obtained and will not result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement or instrument to which any Seller is a party. This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

4.2 No Conflict. Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (a) the operating agreement of Seller or any other agreement or instrument to which Seller is a party or by which all or any part of the Property is bound or (b) any law or any order, writ, injunction or decree of any court or governmental authority, (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument, or (iii) violates any restriction, requirement, covenant or condition to which all or any part of the Property is bound.

4.3 OFAC Compliance. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation or executive orders are collectively referred to herein as the "Orders"). Neither Seller nor any beneficial owner of Seller:

4.3.1 is listed on the Specifically Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Orders or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (collectively, the "Lists");

4.3.2 is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders;

4.3.3 is owned or controlled by, or acts for or on behalf of, any person or entity listed on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

4.3.4 shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the Lists.

4.4 No Governmental Authority Required. No authorization, consent or approval of any governmental authority (including, without limitation, courts) is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder.

4.5 Credit of the Property. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due or (vi) made an offer of settlement, extension or composition to its creditors generally.



4.6 Governmental Commitments. Seller has not entered into any material commitments or agreements with any governmental authorities or agencies affecting the Property.

4.7 Leases. Seller has delivered or made available to Buyer true and complete copies of the Leases to which Seller is a party. The list of Leases to which Seller is a party set forth on *Exhibit "B"* attached hereto is true, correct and complete. Each of the Leases is in full force and effect. Seller is "landlord" or "lessor" under the Leases to which Seller is a party and is entitled to assign to Buyer, without the consent of any party, the Leases. The tenant is Oklahoma Center for Orthopedic & Multi-Specialty Surgery, LLC, an Oklahoma limited liability company ("OCOM"). There are no rights to renew, extend or terminate the Leases or expand any tenant lease premises, except as provided in the Leases. There is no Lease which provides that a tenant pays rent in the form of percentage rent. No rent or other payments have been collected in advance for more than one (1) month and no rents or other deposits are held by Sellers, except the security deposits, if any, described in the Leases and rent for the current month. Neither Seller nor any tenant is in default under its respective Lease, and there exists no condition or circumstance or written notice of any condition or circumstance which, with the passage of time, would constitute a default under any of the Leases by any party. No tenant has asserted any claim of offset or other defense in respect of its or Seller's obligations under its respective Lease. No tenant has (i) filed for bankruptcy or taken any similar debtor-protection measure, (ii) defaulted under its Lease, (iii) discontinued operations at the Property owned by Seller, or (iv) given notice of its intention to do any of the foregoing.

4.8 No Condemnation. Seller has not received any written notice of any pending or contemplated condemnation, eminent domain or similar proceeding with respect to all or any portion of the Real Property owned by Seller and, to Seller's actual knowledge, no such proceedings are threatened.

4.9 Contracts. There are no construction, management, commission, brokerage, leasing, service, equipment, supply, maintenance or concession agreements entered into by or on behalf of Seller in effect with respect to the Real Property or the Personalty owned by Seller, except as set forth in *Exhibit "C"* (collectively, the "Contracts"). Seller will deliver or make available to Buyer true and complete copies of the Contracts. Seller has not, within the last year, received any written notice of any default under any contract that has not been cured or waived. To Seller's knowledge, neither Seller nor any counterparty is in material default under any Contracts, and no event exists which, with the passage of time or the giving of notice or both, will become a material default thereunder on the part of Seller or any counterparty.

4.10 Tenant Improvement Allowances. There are no unpaid tenant improvement allowances, tenant improvement obligations of Landlord, leasing commissions and/or rent concessions with respect to any of the Leases.

4.11 Correction of Conditions. Seller has not received any written notice from, and, to the best of Seller's knowledge, there are no grounds for, any association, declarant or easement holder requiring the correction of any condition with respect to the Property owned by Seller, or any part thereof, by reason of a violation of any other restrictions or covenants recorded against the Property. Seller is not in default under any such document, nor, to the best of Seller's knowledge, is any other party subject to any such document.

4.12 Compliance. Seller has not received any written notice from, and, to the best of Seller's knowledge there are no grounds for, any governmental agency requiring the correction of any condition with respect to the Property owned by Seller, or any part thereof, by reason of a violation of any applicable federal, state, county or municipal law, code, rule or regulation (including those respecting the Americans With Disabilities Act), which has not been cured or waived. To the best of Seller's knowledge, Seller and the Property owned by Seller are in compliance with all applicable federal, state, county and municipal laws, codes, rules and/or regulations. Seller has not received written notice from any governmental agency or other body of any existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting the Real Property owned by Seller which have not been cured.

4.13 Property Permits. Seller has not received any written notice of an intention to revoke any certificate of occupancy, license, or permit issued in connection with the Property owned by Seller.

4.14 Hazardous Materials. To the best of Seller's knowledge, except as disclosed in the Property Information provided to Buyer or in any environmental studies of the Property conducted by or on behalf of Buyer, there are no Hazardous Materials (as defined below) stored on, incorporated into, located on, present in or used on the Property in violation of, and requiring remediation under, any laws, ordinances, statutes, codes, rules or regulations. For purposes of this Agreement, the term "Hazardous Materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; or (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property or the use of the Property relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, ground water or land or soil). Seller has received no notice that the Property or any portion thereof contains any form of toxic mold.

4.15 Litigation. There is no action, suit, court or arbitration proceedings, or administrative action or proceeding, which is pending or threatened against or affecting the Property owned by Seller or arising out of Seller's ownership, management or operation of the Real Property.

4.16 FIRPTA. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code.

4.17 No Bankruptcy. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition of Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due or (vi) made an offer of settlement, extension or composition to its creditors generally.

4.18 Change of Facts. Seller shall promptly notify Buyer, in writing, of any event or condition known to Seller which occurs prior to the Closing, which causes a material adverse change in the facts relating to, or the truth of, any of Seller's representations or warranties.

4.19 On-Site Employees. There are no on-site employees of Seller or its affiliates at the Property, and upon the Closing Date, Buyer shall have no obligation to employ or continue to employ any individuals employed by Seller or its affiliates in connection with the Property owned by Seller.

4.20 Information. Seller has no knowledge or information of any facts, circumstances, or conditions that are inconsistent with the representations and warranties contained herein. As used herein, "to Seller's knowledge" shall be deemed to mean the actual knowledge of Anthony L. Cruse.

4.21 No Other Options. Other than this Agreement and the Permitted Exceptions, the Property is not subject to any outstanding agreement(s) of sale or options, rights of first refusal or other rights of purchase to which Seller is a party.

4.22 Survivability of Representations and Warranties. The representations and warranties of Sellers and Buyer set forth in this Agreement are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing and shall survive after the Closing Date for a period of one (1) year.

4.23 Limitations Regarding Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLERS ARE NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER HAS OR WILL HAVE, PRIOR TO THE END OF THE INSPECTION PERIOD, INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY BUYER. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, and/or in the transaction documents referenced herein.

5. Representations of Buyer. Buyer represents and warrants that:

5.1 Authority. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Buyer has been duly authorized.

5.2 No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of Buyer does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of Buyer by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which Buyer is a party or which is or purports to be binding upon Buyer or which otherwise affects Buyer, which will not be discharged, assumed or released at Closing. No action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon Buyer in accordance with its terms.

5.3 Source of Funds. Buyer has available to it unrestricted funds which it may use in its sole discretion to pay the full Purchase Price and otherwise comply with the provisions of this Agreement. Buyer acknowledges and agrees that its obligations hereunder are not contingent upon Buyer obtaining financing for the purchase of the Property.

5.4 OFAC Compliance. Buyer is in compliance with the requirements of the Order and other similar requirements contained in the rules and regulations of OFAC and in any enabling legislation or other Orders. Neither Buyer nor any beneficial owner of Buyer:

5.4.1 is listed on the Lists;

5.4.2 is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders;

5.4.3 is owned or controlled by, or acts for or on behalf of, any person or entity listed on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

5.4.4 shall transfer or permit the transfer of any interest in Buyer or any beneficial owner in Buyer to any person or entity who is, or any of whose beneficial owners are, listed on the Lists.

5.5 Change of Facts. Buyer shall promptly notify Seller, in writing, of any event or condition known to Buyer which occurs prior to the Closing, which causes a material adverse change in the facts relating to, or the truth of, any of Buyer's representations or warranties.

6 . Conditions Precedent to Buyer's Obligations. All of Buyer's obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (each a "Buyer Closing Condition" and, collectively, the "Buyer Closing Conditions"):

6.1 Accuracy of Representations. All of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date, except as the same may be modified as a result of matters permitted or contemplated by the terms of this Agreement or otherwise as a result of matters outside of the control of Seller.

6.2 Performance. Sellers shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

6.3 Documents and Deliveries. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered at Closing and shall be in form and substance consistent with the requirements herein.

6.4 Master Lease. Buyer shall have received on or prior to the Closing Date two (2) executed counterpart originals of a master lease dated as of the Closing Date between Buyer as landlord and Cruse-Two, as tenant, with respect to the OCOM South Property (the "Master Lease"), which Master Lease shall be substantially in the form of Exhibit "D" attached hereto. In addition, Seller shall obtain, and the Master Lease shall be accompanied by, an irrevocable standby letter of credit ("Letter of Credit") addressed to Buyer as beneficiary and issued by a financial institution reasonably acceptable to Buyer in an amount equal to the difference (the "Rent Differential") between (a) the total Minimum Monthly Rent due to Buyer under the Master Lease, and (b) the rent that OCOM is obligated to pay under the OCOM South Lease for the time period from Closing to February 28, 2022 (the "Master Lease Expiration Date"), less the Holdback Amount (as defined below). The terms of the Letter of Credit shall be agreed to by Buyer and Cruse-Two prior to Closing, and the Letter of Credit shall be deposited with the Escrow Agent at Closing, to be held by Escrow Agent in compliance with the Post-Closing Escrow Agreement (as defined below). If Cruse-Two fails to pay the Rent Differential when due under the Master Lease and such default is not cured within any applicable notice and cure period under the Master Lease, Buyer shall have the right to draw on the Letter of Credit for payment of the unpaid Rent Differential by giving written notice to Cruse-Two and the Escrow Agent, and submitting to Escrow Agent, for delivery to the issuer of the Letter of Credit, a drawing certificate in the form attached to the Letter of Credit. The amount of the Letter of Credit shall be reduced annually as the remaining balance of the rent payments to be made by Cruse-Two under the Master Lease (and the remaining balance of the Rent Differential) is reduced. The Letter of Credit shall be released and cancelled upon payment in full of all rent due to Buyer under the Master Lease. If the Letter of Credit has an annual expiration date or an expiration date other than the Master Lease Expiration Date, Cruse-Two shall cause the Letter of Credit to be renewed at least ninety (90) days prior to such expiration date. At Closing, Escrow Agent shall retain a portion of the Purchase Price equal to **Two Hundred Twenty Thousand Seven Hundred Eighty-Two and No/100 Dollars (\$220,782.00)** (the "Holdback Amount"), in an escrow account to be held by Escrow Agent pursuant to a post-closing escrow agreement to be executed and delivered at Closing by Buyer, Cruse-Two and Escrow Agent in the form attached hereto as Exhibit "M" (the "Post-Closing Escrow Agreement"). The Holdback Amount shall be held and disbursed by Escrow Agent and applied to the last three (3) months of the Rent Differential under the Master Lease in compliance with the Post-Closing Escrow Agreement.

6.5 Title Policy. On the Closing Date, the Title Company shall be unconditionally obligated and prepared, subject to the payment of the applicable title insurance premium and other related charges, to issue to Buyer 2006 ALTA Extended Coverage Owner's Policies of Title Insurance insuring the fee simple title to the OCOM South Real Property and the OCOM North Real Property in Buyer with liability in the amount of the Purchase Price allocated to each such Property, subject only to the Permitted Exceptions.

6.6 Tenant Estoppel Certificates. Sellers shall request from each of the tenants at the Property, and promptly deliver to Buyer to the extent received, estoppel certificates either (a) substantially in the form of *Exhibit "N"* attached hereto or (b) in such form as is permitted by any tenant Lease (in either case, an Estoppel Certificate or Estoppel Certificates); *provided*, that if the Estoppel Certificate is not substantially in the form of *Exhibit "N"* attached hereto, Buyer shall have the right to review and approve such Estoppel Certificate. Further, Buyer shall have the right to review and approve all Estoppel Certificates before such Estoppel Certificates are sent to any tenant for execution. All Estoppel Certificates received shall be dated not more than thirty (30) days prior to Closing.

6.7 Subordination and Non-Disturbance Agreements (SNDAs). Cruse-Two shall request from the tenant at the OCOM South Property, and promptly deliver to Buyer to the extent received, a subordination, nondisturbance and attornment agreement (an SNDA) substantially in the form of *Exhibit "O"* attached hereto. In addition, upon request by Buyer's lender, Sellers shall also request from each of the tenants at the Property, and promptly deliver to Buyer to the extent received, SNDAs in such form requested by the Buyer's lender. All SNDAs received shall be dated not more than thirty (30) days prior to Closing.

6.8 Lease Amendments. The Leases shall have been amended by the Lease Amendments as set forth in Section 3.5.

7 . Conditions Precedent to Sellers' Obligations. All of Sellers' obligations hereunder are expressly conditioned on the satisfaction at or before the time of Closing hereunder, or at or before such earlier time as may be expressly stated below, of each of the following conditions (each a "Seller Closing Condition" and, collectively, the "Seller Closing Conditions"):

7.1 Accuracy of Representations. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects on the date of Closing with the same effect as if made on and as of such date, except as the same may be modified as a result of matters permitted or contemplated by the terms of this Agreement or otherwise as a result of matters outside of the control of Buyer.

7 . 2 Performance. Buyer shall have performed, observed and complied with all material covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of Closing hereunder.

7 . 3 Documents and Deliveries. All payments, instruments and documents required on Buyer's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered at Closing and shall be in form and substance consistent with the requirements herein.

7.4 Lease Amendment. The OCOM South Lease shall have been amended as set forth in Section 3.5.

8. Failure of Conditions. In the event a Buyer Closing Condition is not satisfied by the Closing Date through no fault of Buyer, then Buyer shall have the option, at Buyer's sole discretion, to (i) proceed with Closing but preserving its other rights and remedies hereunder, or (ii) decline to proceed to Closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate, and the Deposit shall be returned to Buyer. Notwithstanding the foregoing, in the event that a Buyer Closing Condition is not satisfied as a result of a breach by Seller, Buyer shall have the rights and remedies set forth in Section 13.2 herein. In the event a Seller Closing Condition is not satisfied by the Closing Date through no fault of Sellers, then Sellers shall have the option, at Sellers' sole discretion, to (i) proceed with Closing but preserving their other rights and remedies hereunder, or (ii) decline to proceed to Closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate, and the Deposit shall be returned to Buyer unless a Seller Closing Condition is not satisfied as a result of a breach by Buyer, in which event Sellers shall have the rights and remedies set forth in Section 13.1 herein.

9. Pre-Closing Matters. From and after the expiration of the Inspection Period and until the Closing or earlier termination of this Agreement, except as otherwise set forth below:

9.1 Leasing Matters. Sellers shall not, without the written consent of Buyer, which shall be at Buyer's sole and absolute discretion (i) effect any material change in any Lease except as provided in Section 3.5 of this Agreement, (ii) renew or extend the term of any Lease, unless the same is an extension or expansion permitted pursuant to the terms of an existing Lease, or (iii) enter into any new Lease or cancel or terminate any Lease. When seeking consent to a new or modified Lease, such Seller shall provide notice of the identity of the tenant, a term sheet or letter of intent containing material business terms (including, without limitation, rent, expense base, concessions, tenant improvement allowances, brokerage commissions, and expansion and extension options) and whatever credit and background information with respect to such tenant as Seller customarily obtains in connection with similar leases of the Property. Buyer shall be deemed to have consented to any proposed Lease or Lease modification if it has not responded to Seller within three (3) business days after receipt of such information. Seller shall deliver to Buyer copies of executed versions of any such documents within three (3) business days after the full execution and delivery thereof.

9.2 Adjustment of New Leasing Expenses. Any tenant improvement costs, rent abatements, rent concessions or commissions under Leases or renewals, or any other tenant inducement provided by a Seller to any tenant, entered into after the Effective Date in accordance with the terms of this Agreement shall be paid by such Seller prior to closing or, if not paid by Seller as of Closing, shall be credited to Buyer at Closing.

9.3 Adjustments of Leasing Expenses. Any tenant improvement costs, rent abatements, concessions or commissions under Leases or renewals, or any other tenant inducement provided by a Seller to any tenant, entered into prior to the Effective Date, whether payable prior to or after Closing, shall be such Seller's responsibility and credited to Buyer at Closing if not paid by Seller prior to Closing. To the extent that any tenant terminates its Lease and pays a termination penalty pursuant to the terms of its Lease, the termination penalty shall be paid to Buyer and if paid to Seller prior to Closing, shall be credited to Buyer at Closing.

9.4 Termination for Default. Notwithstanding anything in this Agreement to the contrary, prior to the expiration of the Inspection Period, Sellers may cancel or terminate any Lease or commence collection, unlawful detainer or other remedial action against any tenant with Buyer's consent, not to be unreasonably withheld, upon the occurrence of a default by the tenant under said Lease. Sellers shall deliver to Buyer copies of all default notices and correspondence delivered to or received from any of the tenants in connection with the Leases after the Effective Date of this Agreement.

9.5 Contracts. Buyer shall give notice to Cruse-Six on or before the expiration of the Inspection Period of any Contracts listed on *Exhibit "C"* related to the OCOM North Property which Buyer elects to continue after Closing (collectively, the "OCOM North Assigned Contracts"). The OCOM North Assigned Contracts shall be assigned to and assumed by Buyer at Closing and Cruse-Six shall take such steps as are reasonably necessary to terminate all Contracts other than the OCOM North Assigned Contracts. Buyer shall give notice to Cruse-Two on or before the expiration of the Inspection Period of any Contracts listed on *Exhibit "C"* related to the OCOM South Property which Buyer elects to continue after the Master Lease Expiration Date or the earlier termination of the Master Lease (such date, the "Master Lease Termination Date") and Cruse-Two shall take such steps as are reasonably necessary to terminate all Contracts other than the OCOM South Assigned Contracts at or prior to the Master Lease Termination Date. From and after the Effective Date of this Agreement, (i) Sellers shall not enter into any new Contracts which are not terminable with thirty (30) days or less prior notice without Buyer's consent and (ii) Sellers shall provide Buyer with copies of any new Contracts. From and after the expiration of the Inspection Period, Sellers shall not enter into any new Contracts without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall be deemed to have consented to any proposed new Contract if Buyer has not responded within three (3) Business Days after a Seller's request for consent thereto and such Contract shall be deemed and become part of the Assigned Contracts to be assigned to Buyer at Closing or upon expiration of the Master Lease, as applicable.



9.6 No Contracting for Sale of Property. Sellers shall not enter into any contract or other written agreement for sale of the Property with any other party. Buyer shall have any and all rights and remedies available at law and equity in the event Seller does not comply with the preceding sentence, subject to the limitations set forth in Section 13.2 of this Agreement.

9.7 No Liens on Property. Sellers shall not voluntarily create any liens, easements or other conditions affecting any portion of the Property without the prior written consent of Buyer, which shall not be unreasonably withheld, conditioned or delayed.

9.8 Survival. The provisions of this Section 9 shall survive the Closing for a period of twelve (12) months.

10. Closing; Deliveries.

10.1 Time of Closing. The Closing shall take place on the first Business Day that is twenty (20) days following the expiration of the Inspection Period (such date, the "Closing Date") through an escrow closing with the Escrow Agent, unless otherwise agreed to in writing by both Sellers and Buyer; *provided*, that if the first Business Day is a Monday, then the Closing Date shall be the following Tuesday. As used in this Agreement, "Business Day" shall mean any day which is not a Saturday, Sunday or legal holiday.

10.2 Seller Deliveries. On or prior to the Closing Date, Sellers shall deliver to Escrow Agent the following *provided*, that if Buyer elects to proceed under Section 3.5, to Closing with respect to the OCOM South Property only, all deliveries that relate to the OCOM North Property shall not be required):

10.2.1 Two (2) originals of the Master Lease, substantially in the form attached hereto as *Exhibit "D"*, duly executed by Cruse-Two.

10.2.2 One (1) original special warranty deed for the OCOM South Real Property from Cruse-Two (the "OCOM South Deed"), substantially in the form attached hereto as *Exhibit "E,"* duly executed and acknowledged by Cruse-Two, and one (1) original special warranty deed for the OCOM North Real Property from Cruse-Six (the "OCOM North Deed"), substantially in the form attached hereto as *Exhibit "E,"* duly executed and acknowledged by Cruse-Six.

10.2.3 Two (2) originals of the bill of sale (the "Bill of Sale") for the Personalty (if any) from each Seller, substantially in the form attached hereto as *Exhibit "F,"* duly executed by each Seller.

10.2.4 Two (2) originals of the assignment and assumption of Leases, Contracts and Security Deposits (the "Assignment and Assumption of Leases, Contracts and Security Deposits") from each Seller, substantially in the form attached hereto as **Exhibit "G,"** duly executed by each Seller.

10.2.5 Two (2) originals of the assignment of the Intangible Property (the "Assignment of Intangible Property") from each Seller, substantially in the form attached hereto as **Exhibit "H,"** duly executed by each Seller.

10.2.6 Two (2) originals of the Lease Amendments (as defined in Section 3.5), duly executed by each Seller (in its capacity as landlord under the applicable Lease) and by the applicable tenant; One (1) original of an owner's affidavit executed by each Seller as to the Property owned by such Seller sufficient for Title Company to issue, without extra charge, an owner's policy of title insurance free of any exceptions for unfiled mechanics' or materialmen's liens for work performed by such Seller (but not any tenants) prior to Closing, or for rights of parties in possession other than pursuant to the Leases and the Master Lease, as applicable.

10.2.7 One (1) original of a Non-Foreign Affidavit as required by the Foreign Investors in Real Property Tax Act ("FIRPTA"), as amended, in the form of **Exhibit "J,"** duly executed by each Seller.

10.2.8 One (1) original of a certification by each Seller substantially in the form attached hereto as **Exhibit "K"** that all representations and warranties made by such Seller in Section 4 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

10.2.9 Keys or combinations to all locks at the OCOM North Property, to the extent in Sellers' possession, and subject to the rights of the tenant of the OCOM North Property. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 10.2.9 available to Buyer at the Property in lieu of delivering them to Escrow Agent.

10.2.10 Originals of the OCOM North Lease and copies of lease files at the OCOM North Real Property, and originals of any OCOM North Assigned Contracts, in each case to the extent in Cruse-Six's possession. Buyer hereby acknowledges and agrees that Seller shall be permitted to make the items described in this Section 10.2.10 available to Buyer at the Property in lieu of delivering them to Escrow Agent.

10.2.11 Two (2) originals of the Post-Closing Escrow Agreement, duly executed by Cruse-Two.

10.2.12 Original letter of credit with respect to obligations of Cruse-Two under Post-Closing Escrow Agreement, along with any fees associated therewith.

10.2.13 The original Estoppel Certificates and SNDAs.

10.2.14 All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

10.3 Buyer Deliveries. On or prior to the Closing Date, Buyer shall deliver to Escrow Agent the following (*provided*, that if Buyer elects to proceed under Section 3.5, to Closing with respect to the OCOM South Property only, all deliveries that relate to the OCOM North Property shall not be required):

10.3.1 A wire transfer of the Purchase Price in the amount required under Section 2.2 hereof (subject to the adjustments provided for in this Agreement).

10.3.2 A certification by Buyer substantially in the form attached hereto as *Exhibit "K"* that all representations and warranties made by Buyer in Section 5 of this Agreement are true and correct in all material respects on the date of Closing, except as may be set forth in such certificate.

10.3.3 Two (2) originals of the Master Lease, duly executed by Buyer.

10.3.4 Two (2) originals of each Bill of Sale, duly executed by Buyer.

10.3.5 Two (2) originals of each Assignment and Assumption of Leases, Contracts and Security Deposits, duly executed by Buyer.

10.3.6 Two (2) originals of each Assignment of Intangible Property, duly executed by Buyer.

10.3.7 Two (2) originals of each Lease Amendment (as defined in Section 3.5), duly executed by Buyer (acknowledging and agreeing to such Lease Amendment in its capacity as Master Lessor with respect to the OCOM South Lease, and as successor landlord with respect to the OCOM North Lease);

10.3.8 Two (2) originals of the Post-Closing Escrow Agreement, duly executed by Buyer.

10.3.9 All other instruments and documents reasonably required to effectuate this Agreement and the transactions contemplated thereby.

11. Apportionments; Taxes; Expenses.

11.1 Apportionments.

11.1.1 Taxes and Operating Expenses. Because all real estate taxes, charges and assessments affecting the Property ("Taxes") and all operating expenses including charges for water, electricity, sewer rental, gas, telephone, fuel oil and all other utilities ("Operating Expenses") are paid directly by tenants, Buyer and Sellers acknowledge and agree that it will not be necessary to prorate Taxes or Operating Expenses as of the Closing Date.

11.1.2 Rents. All rent under the Leases received by Seller from tenants during the month of Closing shall be prorated to the date of Closing, and Buyer shall receive a credit at Closing for amounts so received that are attributable to the period or and after the Closing. Delinquent rent shall not be prorated but shall remain the property of Sellers. With respect to the OCOM South Lease, payments received from the tenant from and after the date of Closing until the Master Lease Termination Date, shall be remitted to Buyer as provided in the Master Lease. Payments received from tenants from and after the date of Closing shall be applied first to rents then due for the current period and then to amounts owed to Buyer with respect to periods following the Closing, and then to rents delinquent as of the Closing Date. Buyer shall use reasonable efforts to collect delinquent rents for the benefit of Sellers, and shall cooperate with Sellers in the collection of any delinquent amounts, but shall not be required to terminate any Leases or evict any tenants.

11.1.3 Charges under Assigned Contracts. The unpaid monetary obligations of Sellers with respect to any of the Assigned Contracts shall be prorated on a per diem basis as of the date of Closing with respect to the OCOM North Assigned Contracts, or as of the Master Lease Termination Date with respect to the OCOM South Assigned Contracts.

11.1.4 Security Deposits. The Security Deposits (together with any accrued interest thereon as may be required by law or contract) shall be transferred or credited to Buyer as of the date of Closing with respect to the OCOM North Lease or as of the Master Lease Termination Date with respect to the OCOM South Lease, and to the extent a Seller has any Security Deposits held in the form of a letter of credit, such letters of credit shall, at such Seller's expense (to the extent not the responsibility of the tenant under the applicable Lease), be transferred to Buyer as of Closing with respect to the OCOM North Lease or as of the Master Lease Termination Date with respect to the OCOM South Lease.

11.1.5 Bankruptcy Distributions. Any portion of bankruptcy distributions (whether or not Seller has filed its proof of claim as of the date hereof) or payments pursuant to (i) settlement agreements (whether prepared by Seller's in-house counsel or outside counsel), (ii) arrearage payment plans by letters signed by Seller or its agent, (iii) lease termination agreements, (iv) promissory notes, or (v) judgments (whether already obtained by Seller or which result from lawsuits or proceedings filed prior to the Closing with respect to the OCOM North Property or prior to the Master Lease Termination Date with respect to the OCOM South Property) providing for the payment of specified sums, either in a lump sum or in installments, in all cases which are applicable to the time period prior to the date of Closing or the Master Lease Termination Date, as applicable, but payable after the date of Closing or the Master Lease Termination Date, as applicable, and actually received by Buyer, shall be payable to Sellers.

11.1.6 Survival. The provisions of this Section 11.1 shall survive the Closing to the extent any monies may be payable pursuant to this Section 11.1 to either party subsequent to the transfer of title to the Property to Buyer.

11.2 Closing Costs. Buyer and Seller shall each pay their own legal fees related to the preparation of this Agreement and, except as otherwise provided herein, all documents required to settle the transaction contemplated hereby. Buyer shall pay all costs associated with its investigation of the Property, including the cost of appraisals, architectural, engineering, credit and environmental reports. Sellers shall pay: (i) one-half (1/2) of Escrow Agent's fees, costs and expenses, (ii) the base premiums for the Title Policies for the Property (excluding all charges, premiums and fees for any and all endorsements to the Title Policies) and (iii) all costs associated with the cure or removal of any title objections by Buyer that Sellers are obligated or agree to remove or cure ("Curative Costs"). Buyer shall pay: (i) one-half (1/2) of Escrow Agent's fees, costs and expenses, (ii) the cost of the Survey, (iii) all charges, premiums and fees for any and all endorsements to the Title Policy other than Curative Costs and for any lender's policies of title insurance on the Property, and (iv) all transfer taxes and recording fees for the OCOM North Deed and the OCOM South Deed, and all mortgage taxes and recording fees for Buyer's loan-related documents, if any. All Closing costs not described above shall be borne by Seller and Buyer, respectively, in the matter customarily borne by sellers and buyers, respectively, of real property in the county in which the Real Property is located

12. Damage or Destruction; Condemnation; Insurance. If at any time prior to the date of Closing there is damage or destruction to the Property, the cost for repair of which exceeds Five Hundred Thousand Dollars (\$500,000) and the Property cannot be restored to its original condition prior to Closing, or if more than five percent (5%) of the rentable area of any Building is condemned or taken by eminent domain proceedings by any public authority, then, at Buyer's option, this Agreement shall terminate, and the Deposit shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder.

If there is any damage or destruction or condemnation or taking, regardless of the cost of any repair, and if Buyer elects not to terminate this Agreement as herein provided (to the extent Buyer is entitled to do so), then (1) in the case of a taking, all condemnation proceeds paid or payable to the Seller whose Property was taken shall belong to Buyer and shall be paid over and assigned to Buyer at Closing, and the Seller whose Property was taken shall be paid at Closing for the reasonable expenses incurred by such Seller in connection with such taking; and (2) in the case of a casualty, the Seller whose Property was damaged or destroyed shall assign to Buyer all rights to any insurance proceeds paid or payable to such Seller under the applicable insurance policies, less any costs of collection and any sums expended in restoration, and such Seller's deductible (if any) shall be a credit to Buyer against the Purchase Price allocable to such Seller's Property, and the parties shall proceed with the Closing without any reduction in the Purchase Price payable to such Seller.

13. Remedies.

13.1 Buyer Default. In the event Buyer breaches or fails to complete the purchase of the Property or to perform its obligations under this Agreement and such failure continues for five (5) business days following receipt of written notice regarding same (other than the failure of Buyer to deliver "Buyer's Deliveries" pursuant to Section 10.3 hereunder, for which there shall be no grace or cure period), then Sellers shall, as their exclusive remedy therefor, be entitled to receive the Deposit, plus all interest earned and accrued thereon, as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Sellers against Buyer by reason of such default. Thereupon this Agreement shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein. Buyer and Sellers acknowledge that the damages to Sellers resulting from Buyer's breach would be difficult, if not impossible, to ascertain with any accuracy, and that the liquidated damage amount set forth in this Section represents the parties' best efforts to approximate such potential damages.

13.2 Seller Default. If the sale of the Property is not consummated due to a breach or default under this Agreement solely on the part of either Seller and such failure continues for five (5) business days following receipt of written notice regarding same (other than the failure of Sellers to deliver "Seller Deliveries" pursuant to Section 10.2 hereunder, for which there shall be no grace or cure period), then Buyer may, in its sole and absolute discretion, either (a) terminate this Agreement by giving written notice of such election to Sellers and Escrow Agent, in which event the Deposit shall be refunded and returned forthwith to Buyer and Sellers shall reimburse Buyer for all title, escrow, legal and inspection fees and any other actual, out-of-pocket expenses incurred by Buyer in connection with the performance of its due diligence review of the Property, including, without limitation, environmental and engineering consultants' fees and the fees incurred in connection with the preparation and negotiation of this Agreement, in an amount not to exceed \$75,000, or (b) pursue an action for specific performance of Sellers' obligations under this Agreement, in which event Buyer will have no right to seek damages against Sellers, except as provided in Section 18.1.

14. Possession. Possession of the Property shall be tendered to Buyer at Closing, subject to the rights of Cruse-Two under the Master Lease and the rights of tenants under the Leases and to the other matters permitted pursuant to this Agreement.

15. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

15.1 If to Buyer:

Global Medical REIT Inc.  
4800 Montgomery Lane, Suite 450  
Bethesda, Maryland 20814  
Attention: Alfonzo Leon  
Email: [AlfonzoL@globalmedicalreit.com](mailto:AlfonzoL@globalmedicalreit.com)  
Phone: (202) 524-6853

With a copy to:

Cox, Castle & Nicholson LLP  
2029 Century Park East, 21st Floor  
Los Angeles, California 90067  
Attention: David Lari  
Email: [dlari@coxcastle.com](mailto:dlari@coxcastle.com)  
Phone: (310) 284-2292

If to Sellers:

Cruse-Two, L.L.C.  
Cruse-Six, L.L.C.  
P.O. Box 890396  
Oklahoma City OK 73189-0396  
Attention: Anthony L. Cruse, D.O.  
E-mail: [tcruise@southwestortho.com](mailto:tcruise@southwestortho.com)

With a copy to:

McAfee & Taft  
Tenth Floor, Two Leadership Square  
211 N. Robinson Avenue  
Oklahoma City OK 73102  
Attention: Myrna S. Latham and H. Cole Marshall  
E-mail: [myrna.latham@mcafeetaft.com](mailto:myrna.latham@mcafeetaft.com);  
[cole.marshall@mcafeetaft.com](mailto:cole.marshall@mcafeetaft.com)  
Phone: (405) 552-2278

If to Escrow Agent:

American Eagle Title Insurance Company  
421 NW 13<sup>th</sup> Street, Suite 320  
Oklahoma City OK 73103  
Attention: Mr. Eric Offen  
e-mail: [eoffen@ameagletitle.com](mailto:eoffen@ameagletitle.com)  
Phone: (405) 232-6700

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; or by e-mail (provided that such e-mail delivery is confirmed by the sender, by delivery service or by mail in the manner previously described within 24 hours after such transmission is sent). Any such notice or communication shall be effective when delivered or when delivery is refused.

16. Brokers. Buyer and Sellers each represent to the other that it has not dealt with any broker or agent in connection with this transaction other than Clinton Parker and Marc Flynn of Brown Gibbons Lang & Company, to whom Sellers and Buyer shall each pay a portion of the commission in amounts mutually agreed by Sellers and Buyer pursuant to a separate agreement if, as and when the Closing and funding occur, but not otherwise. Each party hereby indemnifies and holds harmless the other party from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation or undertaking set forth in this Section 16. The provisions of this Section 16 shall survive Closing or the termination of this Agreement without limit.

17. Escrow Agent. Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

17.1 Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

17.2 Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited in escrow, nor as to the identity, authority, or right of any person executing the same, and Escrow Agent's duties under this Agreement shall be limited to those provided in this Agreement. Upon receipt by Escrow Agent from either Buyer or Seller of any notice or request (the "Escrow Demand") to perform any act or disburse any portion of the monies held by Escrow Agent under the terms of this Agreement, Escrow Agent shall give written notice to the other party (the "Notified Party"). If within seven (7) days after the giving of such notice, Escrow Agent does not receive any written objection to the Escrow Demand from the Notified Party, Escrow Agent shall comply with the Escrow Demand. If Escrow Agent does receive written objection from the Notified Party in a timely manner, Escrow Agent shall take no further action until the dispute between the parties has been resolved.

17.3 Indemnification. Unless Escrow Agent discharges any of its duties under this Agreement in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement, Seller and Buyer shall indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in such connection Seller and Buyer shall indemnify Escrow Agent against any and all expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim in such capacity.

17.4 Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Buyer and Seller or a final order of a court of competent jurisdiction. Escrow Agent shall be indemnified for all costs and reasonable attorneys' fees in its capacity as Escrow Agent in connection with any such interpleader action and shall be fully protected in suspending all or part of its activities under this Agreement until a final judgment in the interpleader action is received.

17.5 Counsel. Escrow Agent may consult with counsel of its own choice and have full and complete authorization and protection in accordance with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind, unless caused by its negligence or willful misconduct.



18. Indemnification.

18.1 Seller's Indemnification. From and after the Closing, each Seller shall reimburse, indemnify, defend and hold harmless Buyer and Buyer's employees, agents, representatives, contractors and invitees (the "Buyer Indemnified Parties") from and against any and all damage, loss or liability resulting from: (a) such Seller's default in the performance of any representation, warranty, covenant and/or any other obligation to be performed by such Seller under this Agreement, and (b) such Seller's failure to pay any expenses that it is required to pay under this Agreement.

18.2 Buyer's Indemnification. From and after Closing, Buyer shall reimburse, indemnify, defend and hold each Seller and such Seller's employees, agents, representatives, members, managers, contractors and invitees (the "Seller Indemnified Parties") harmless from and against any and all damage, loss or liability resulting from: (a) any non-contractual claims of third-parties relating to the use, operation or ownership of the Property from and after the Closing, (b) breaches by Buyer on or after Closing of its obligations under any Assigned Contract and (c) Buyer's failure to pay the expenses required under this Agreement.

18.3 Definition of Exist. For purposes of this Section 18, an obligation shall be deemed to "exist" as of the Closing if it relates to an event which occurred prior to the Closing even if it is not asserted until after the Closing. The terms of the indemnities set forth above shall survive the Closing for a period of one (1) year.

18.4 Indemnification Procedure.

18.4.1 If a party desires to make a claim against the other party in connection with any Losses for which such claiming party may seek indemnification under this Agreement (a "Claim"), the party entitled to indemnification (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of such Claim and the amount and circumstances surrounding it. Upon receipt of such notice from the Indemnified Party, the Indemnifying Party shall be entitled, at its election, to assume or participate in the defense of such Claim. Counsel to the Indemnifying Party shall be reasonably acceptable to the Indemnified Party. In any case in which the Indemnifying Party assumes the defense of the Claim, the Indemnifying Party shall give the Indemnified Party ten (10) calendar days notice prior to executing any settlement agreement and the Indemnified Party shall have the right to approve or reject the settlement and related expenses; provided, however, that upon rejection of any settlement and related expenses, the Indemnified Party shall assume control of the defense of such Claim and the liability of Indemnifying Party with respect to such Claim shall be limited to the amount or the monetary equivalent of the rejected settlement and related expenses.

18.4.2 The Indemnified Party shall retain the right to employ its own counsel and to discuss matters with the Indemnifying Party related to the defense of any Claim, the defense of which has been assumed by the Indemnifying Party pursuant to Section 18.4.1 of this Agreement, but the Indemnified Party shall bear and shall be solely responsible for its own costs and expenses in connection with such participation; provided, however, that all decisions of the Indemnifying Party shall be final and that Indemnified Party shall cooperate with the Indemnifying Party in all respects in the defense of the Claim, including refraining from taking any position adverse to the Indemnifying Party.

18.4.3 If the Indemnifying Party fails to give notice of the assumption of the defense of any Claim within a reasonable time period not to exceed forty-five (45) days after receipt of notice thereof from the Indemnified Party, the Indemnifying Party shall no longer be entitled to assume (but shall continue to be entitled to participate in) such defense. The Indemnified Party may, at its option, continue to defend such Claim and, in such event, the Indemnifying Party shall indemnify the Indemnified Party for all reasonable fees and expenses in connection therewith. The Indemnifying Party shall be entitled to participate at its own expense and with its own counsel in the defense of any Claim the defense of which it does not assume. Prior to effectuating any settlement of such Claim, the Indemnified Party shall furnish the Indemnifying Party with written notice of any proposed settlement in sufficient time to allow the Indemnifying Party to act thereon. Within fifteen (15) days after the giving of such notice, the Indemnified Party shall be permitted to effect such settlement unless the Indemnifying Party (a) reimburses the Indemnified Party in accordance with the terms of this Section 18 for all reasonable fees and expenses incurred by the Indemnified Party in connection with such Claim; (b) assumes the defense of such Claim; and (c) takes such other actions as the Indemnified Party may reasonably request as assurance of the Indemnifying Party's ability to fulfill its obligations under this Section 18 in connection with such Claim.

18.4.4 Definition of Losses. For purposes of this Agreement, "Losses" shall mean all actual liabilities, losses, costs, damages, penalties, assessments, demands, claims, causes of action, including, without limitation, reasonable attorneys', accountants' and consultants' fees and expenses and court costs, excluding any special, incidental, exemplary, punitive, or consequential damages.

18.4.5 Limitation of Claims. Notwithstanding anything in this Agreement to the contrary, a Seller shall not be liable for any Losses arising out of or based upon a breach or alleged breach of the representations and warranties of such Seller in Section 4, unless all such Losses exceed \$50,000 in the aggregate (the "Basket") (and such Seller's indemnity hereunder shall extend only to the portion of such Losses exceeding in the aggregate \$50,000), and the aggregate amount of all such Losses shall not exceed \$1,000,000 (the "Cap"), provided that the Basket and the Cap shall not be applicable to Losses relating to, arising out of or resulting from any fraudulent misrepresentation by a Seller hereunder. In addition, notwithstanding anything in this Agreement to the contrary, Sellers shall not be liable following the Closing for any indemnification obligations hereunder based on a breach of the representations and warranties in Section 4 if (X) Sellers did not have knowledge, prior to the Closing, of the facts constituting such breach, and (Y) Buyer had actual knowledge of such breach prior to Closing. If any party discovers, prior to Closing, that any representation or warranty of the other party is false, misleading or inaccurate in any material respect, and if the discovering party elects to proceed to Closing, such party cannot later bring a claim against the other as to such discovered matter.

18.4.6 Exclusive Right for Damages. Sellers and Buyer agree that if a Seller breaches its representations and warranties in Section 4 of this Agreement or the covenants and agreements of such Seller contained in this Agreement, Buyer's sole and exclusive right to recover damages for such breach shall be to be indemnified for its Losses, not to exceed the Cap, in accordance with the procedures set forth in this Section 18.4 and Buyer shall have no right to sue Seller for any damages in excess of the Cap, or ask for any other monetary relief against Seller, except that Buyer shall have the right to recover its actual third party out of pocket expenses in an amount not to exceed \$75,000 as provided in Section 13.2 of this Agreement.

19. Miscellaneous.

19.1 Assignability. Sellers shall not assign any of their respective right, title, claim or interest in, to or under this Agreement. Buyer may assign any or all of its rights and obligations under this Agreement to any entity resulting from a merger or consolidation with Buyer or any organization purchasing substantially all of Buyer's assets, (ii) any entity succeeding to substantially all of the business and assets of Buyer, (iii) any subsidiary, affiliate or parent of Buyer, (iv) any entity controlling, controlled by or under common control with Buyer or (v) any entity resulting from the reorganization of Buyer outside of a bankruptcy reorganization. In such event, Buyer shall provide written notification to Sellers of such transfer on or before the date that is five (5) days prior to Closing. For purposes of this Agreement, "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership or voting securities, by contract, or otherwise. Except as set forth above in this Section 19.1, Buyer shall have no right to assign this Agreement or any of Buyer's rights or obligations hereunder without the prior written consent of Sellers (which shall not be unreasonably withheld). No assignment of this Agreement by Buyer shall relieve the entity named as Buyer herein from its obligations hereunder.

19.2 Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of Oklahoma without regard to its conflicts of laws principles and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

19.3 Recording. Neither this Agreement nor any notice or memorandum hereof shall be recorded in any public land record. A violation of this prohibition shall constitute a material breach entitling the non-breaching party to terminate this Agreement.

19.4 Time of the Essence. Time is of the essence of this Agreement.

19.5 Further Assurances. Each party will, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement. The provisions of this Section 19.5 shall survive the Closing.

19.6 Exclusivity. Until the Closing Date or the date that this Agreement is terminated, Sellers shall not enter into any contract, or enter into or continue any negotiations, to sell the Property to any person or entity other than Buyer, nor will Sellers solicit proposals from, or furnish any non-public information to, any person or entity other than Sellers' agents, attorneys and lenders and Buyer regarding the possible sale of the Property.

19.7 Non-Solicitation. For the period beginning on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date, Sellers covenant and agree that it shall not, nor shall it permit any of its Affiliates, or its successors and assigns, directly or indirectly, to call on or solicit any tenant of the Property for the purpose of leasing space to such tenant at another property managed, operated or otherwise controlled by Sellers or its Affiliates. The parties acknowledge that the restrictions on solicitation set forth in the preceding sentence are reasonable in scope and are essential to the protection of the legitimate business interests of Buyer. The parties further acknowledge and agree that since a remedy at law for any breach or attempted breach of the provisions of this Section 19.7 would be inadequate, Buyer shall be entitled to preliminary or permanent injunctive relief for any violation of this Section 19.7, in addition to any other rights and remedies available to Buyer hereunder, at law or in equity. Notwithstanding the foregoing, if the restrictions on solicitation in this Section 19.7 are judged unreasonable by any court of competent jurisdiction, the parties agree to the reformation of such restriction(s) by the court to limits which may reasonably grant Buyer the maximum protection permitted by applicable law in such circumstances. For the purposes of this Section, the term (a) "Affiliate" means any corporation, limited liability company, partnership, joint venture or other entity, regardless of how organized or identified, which is directly or indirectly controlled by a Seller, and (b) "control" means, when used with respect to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise, and the terms "controlling" and "controlled" have correlative meanings. The provisions of this Section shall survive the Closing.

19.8 Headings. The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

19.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.10 Exhibits. All Exhibits which are referred to herein and which are attached hereto or bound separately and initialed by the parties are expressly made and constitute a part of this Agreement.

19.11 Use of Proceeds to Clear Title. To enable Sellers to make conveyance as herein provided, Sellers shall, at the time of Closing, direct the Escrow Agent to use the Purchase Price or any portion thereof to clear the title of any or all Monetary Liens, provided that provision reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

19.12 Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Sellers or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to Buyer and Seller in their sole discretion is executed and delivered by both Sellers and Buyer.

19.13 Entire Agreement; Amendments. This Agreement and the Exhibits and Schedules hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

19.14 Counterparts; Electronic Signatures. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile and electronically transmitted signatures shall for all purposes be treated as originals.

19.15 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

19.16 Waiver of Jury Trial. Each party to this Agreement hereby expressly AND IRREVOCABLY waives any right to trial by jury of any claim, demand, action or cause of action (each, an "Action") (a) arising out of this Agreement, including any present or future amendment thereof or (b) in any way connected with or related or incidental to the dealings of the parties or any of them with respect to this Agreement (as hereafter amended) or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether such Action is now existing or hereafter arising, and whether sounding in contract or tort or otherwise and regardless of which party asserts such Action; and each party hereby agrees and consents that any such Action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this Section 19.16 with any court as written evidence of the consent of the parties to the waiver of any right they might otherwise have to trial by jury. THIS WAIVER IS GIVEN KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH COUNSEL.

19.17 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instance constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the party making the waiver.

19.18 Rules of Construction. Article and Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. All references to "Article" or "Sections" without reference to a document other than this Agreement, are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole and not to any particular Article or Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

19.19 Confidentiality. Neither Party shall make public disclosure with respect to this transaction either before or after Closing except:

- (a) as may be required by law, including without limitation disclosure required under Freedom of Information Act ("FOIA") request, securities laws, or by the Securities and Exchange Commission, or by the rules of any stock exchange, or in connection with any filing or registration;
- (b) to such attorneys, accountants, present or prospective sources of financing, partners, directors, officers, employees and representatives of either Party or of such Party's advisors who need to know such information for the purpose of evaluating and consummating the transaction, including the financing of the transaction;
- (c) to the extent that such information is a matter of public record; and
- (d) Buyer may issue a press release (the "**Press Release**") upon full execution of this Agreement by all parties announcing the transactions proposed herein including the purchase price provided that the Press Release may be reviewed by Sellers in writing prior to its release, and Buyer shall not issue the Press Release without incorporation of Sellers' reasonable comments thereto; or as may be permitted specifically by the terms of this Agreement.

*[Signature Page Follows]*

*Signature Page to  
Purchase Agreement*

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

**SELLERS:**

CRUSE-TWO, L.L.C.,  
an Oklahoma limited liability company

By: /s/ Anthony L. Cruse  
Name: Anthony L. Cruse  
Its: Manager

CRUSE-SIX, L.L.C.,  
an Oklahoma limited liability company

By: /s/ Anthony L. Cruse  
Name: Anthony L. Cruse  
Its: Manager

**BUYER:**

GMR OKLAHOMA CITY, LLC,  
a Delaware limited liability company

By: Global Medical REIT, LP,  
a Maryland limited partnership

By: Global Medical REIT Inc.,  
a Maryland corporation

By: /s/ Jeffrey Busch  
Name: Jeffrey Busch  
Its: Authorized Signatory

**CONSENT OF ESCROW AGENT**

The undersigned Escrow Agent hereby agrees to (i) accept the foregoing Agreement, (ii) be Escrow Agent under said Agreement and (iii) be bound by said Agreement in the performance of its duties as Escrow Agent; *provided, however*, the undersigned shall have no obligations, liability or responsibility under (i) this Consent or otherwise unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned or (ii) any amendment to said Agreement unless and until the same shall be accepted by the undersigned in writing.

DATED: January \_\_, 2017

AMERICAN EAGLE TITLE INSURANCE COMPANY

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_



## **List of Exhibits**

- Exhibit "A"*** Description of Land
  - Exhibit "B"*** List of Leases
  - Exhibit "C"*** List of Contracts
  - Exhibit "D"*** Form of New Master Lease
  - Exhibit "E"*** Form of Deed
  - Exhibit "F"*** Form of Bill of Sale
  - Exhibit "G"*** Form of Assignment and Assumption of Leases, Contracts and Security Deposits
  - Exhibit "H"*** Form of Assignment of Intangible Property
  - Exhibit "I"*** Intentionally Deleted
  - Exhibit "J"*** Form of Non-Foreign Affidavit
  - Exhibit "K"*** Form of Certificate of Representations and Warranties
  - Exhibit "L"*** Property Information
  - Exhibit "M"*** Post-Closing Escrow Agreement
  - Exhibit "N"*** Form of Tenant Estoppel Certificate
  - Exhibit "O"*** Form of Subordination, Non-Disturbance and Attornment Agreement
-

*EXHIBIT A*

**Description of the Land**

Exhibit A-1

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**EXHIBIT B**

**List of Leases**

1. *Amended and Restated Building Lease* dated as of September 1, 2014, by and between Cruse-Two, L.L.C., an Oklahoma limited liability company, as landlord, and Oklahoma Center for Orthopedic & Multi-Specialty Surgery, LLC, an Oklahoma limited liability company
2. Lease Agreement dated as of August 28, 2006, by and between TC Concord Place I, Inc., a Delaware corporation ("TC Concord"), as landlord, and Specialists Surgery Center, L.L.C., an Oklahoma limited liability company ("SSC"), as tenant; as amended by a First Amendment to Lease Agreement dated as of November 12, 2007, by and between TC Concord, as landlord, and SSC, as tenant; as assigned to and assumed by Cruse-Six, L.L.C., an Oklahoma limited liability company ("Cruse-Six") pursuant to an Assignment and Assumption of Lease dated as of July 14, 2008 by and between TC Concord, as assignor, and Cruse-Six, as assignee; as assigned by operation of law to Oklahoma Center for Orthopaedic & Multi-Specialty Surgery, LLC, an Oklahoma limited liability company ("OCOM") as a result of the merger of SSC with and into OCOM effective as of July 1, 2009.

***EXHIBIT C***

**List of Contracts**

**NONE**

Exhibit C-1

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***EXHIBIT D***

**FORM OF NEW MASTER LEASE**

*[See attached]*

Exhibit D-1

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**EXHIBIT "E"**

**FORM OF DEED**

**After recording, return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SPECIAL WARRANTY DEED**

[ \_\_\_\_\_ ] ("Grantor"), for valuable consideration, the receipt of which is acknowledged, does hereby grant, bargain, sell, and convey unto [ \_\_\_\_\_ ] ("Grantee"), whose mailing address is [ \_\_\_\_\_ ], the real estate described on Exhibit A, together with all the improvements and appurtenances (the "Property"), and warrants the title to the Property to be free, clear, and discharged of and from all former grants, claims, charges, taxes, judgments, mortgages, and other liens or encumbrances of any nature granted by, through, or under Grantor, but not otherwise, and further subject to, and excepting and excluding from such warranty, all interests in oil, gas, casinghead gas, distillate, coal, metallic ores, and other minerals therein, thereon, or thereunder previously reserved or conveyed, and those matters set forth on Exhibit B.

To have and to hold the Property unto Grantee, and Grantee's successors and assigns forever.

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

[ \_\_\_\_\_ ]

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OKLAHOMA            )  
  ) ss:  
COUNTY OF OKLAHOMA        )

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by \_\_\_\_\_, as Manager of \_\_\_\_\_, an Oklahoma limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Commission # \_\_\_\_\_

ATTACH:  
Exhibit A    Real Property Description  
Exhibit B    Permitted Exceptions

**EXHIBIT "F"**

**FORM OF BILL OF SALE**

[\_\_\_\_\_] LLC, an Oklahoma limited liability company ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to [\_\_\_\_\_] a [\_\_\_\_\_] ("Buyer"), effective as of \_\_\_\_\_, 2017 (the "Conveyance Date"), all of the fixtures, equipment, furniture, furnishings, appliances, supplies and other personal property of every nature and description attached or pertaining to, or otherwise used in connection with the real property described on Exhibit A (the "Real Property") attached hereto and located within the Real Property (collectively, the "Personal Property"), but specifically excluding from the Personal Property any accounting software or related items, all property leased by Seller or owned by tenants or others, if any, to have and to hold the Personal Property unto Buyer, its successors and assigns, forever.

Seller grants, bargains, sells, transfers and delivers the Personal Property in its "AS IS" condition, WITH ALL FAULTS, IF ANY, and makes no representations or warranties, direct or indirect, oral or written, express or implied, as to title, encumbrances and liens, merchantability, condition or fitness for a particular purpose or any other warranty of any kind, all of which representations and warranties are expressly hereby disclaimed and denied.

**[Include in Cruse-Two Bill of Sale:** Buyer, as master landlord, and Seller, as master tenant, are parties to that certain Master Lease Agreement dated as of \_\_\_\_\_, 2017 (the "Master Lease"), wherein Buyer has leased the Real Property and the Personal Property back to Seller for a period of time beginning on the Conveyance Date and ending on February 28, 2022, on the terms and conditions set forth in the Master Lease.]

Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

*[Signatures appear on following page]*

*Signature Page to  
Bill of Sale*

Executed this \_\_\_\_ day of \_\_\_\_\_ 2017.

**SELLER:**

\_\_\_\_\_

a

By:

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

a

By:

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACH:

Exhibit A Real Property Description

Exhibit F-2

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**EXHIBIT "G"**

**FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES, CONTRACTS AND SECURITY DEPOSITS**

DATE: \_\_\_\_\_, 20\_\_

ASSIGNOR: \_\_\_\_\_, a \_\_\_\_\_

ASSIGNEE: \_\_\_\_\_, a \_\_\_\_\_

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 20\_\_ (the "Purchase Agreement"), wherein Assignor agreed to sell and Assignee agreed to buy certain real property described in Exhibit A attached hereto and the improvements located thereon (the "Property"); and

**[Include in Cruse-Two Assignment:** WHEREAS, Assignor and Assignee are parties to that certain Master Lease Agreement dated as of \_\_\_\_\_, 2017 (the "Master Lease"), wherein Assignee has leased the Property back to Assignor for a period of time beginning on the Conveyance Date (as defined below) and ending on February 28, 2022, unless earlier terminated (such date, the "Master Lease Termination Date"); and]

WHEREAS, [effective as of the Master Lease Termination Date,] Assignee desires to assume and Assignor desires to assign to Assignee all of Assignor's interest (i) as landlord, under the lease described in Exhibit B attached hereto and incorporated herein pertaining to the Property, including any security deposits, letters of credit, advance rentals, or like payments held by Assignor in connection with the lease, and all guaranties of such leases (collectively, the "Lease"), and (ii) as owner, under the service contracts (the "Contracts") described in Exhibit C attached hereto and incorporated herein pertaining to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Leases and the Contracts, together with the right to receive any and all sums and proceeds arising out of said Leases and Contracts, from and after [the date of conveyance of the Property by Assignor to Assignee (the "Conveyance Date") [the Master Lease Termination Date].

2. Assumption. Assignee assumes and agrees to be bound by all of Assignor's liabilities and obligations pursuant to the Leases and the Contracts, if any, and agrees to perform and observe all of the covenants and conditions contained in the Leases and the Contracts, from and after the [Conveyance Date] [Master Lease Termination Date].

3. Indemnification. Assignee covenants and agrees to indemnify and hold harmless Assignor for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, arising out of any breach of any of the Leases or the Contracts by Assignee to the extent occurring from and after the [Conveyance Date] [Master Lease Termination Date]. Assignor covenants and agrees to indemnify and hold harmless Assignee for, from and against any actions, suits, proceedings or claims, and all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection therewith, arising out of any breach of any of the Leases or the Contracts by Assignor to the extent occurring prior to the [Conveyance Date] [Master Lease Termination Date].

4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. Construction: Definitions. This Assignment shall be construed according to Oklahoma law, without regard to its conflicts of laws principles. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

6. Counterparts. This Assignment may be executed in counterparts, which taken together shall constitute one original instrument.

DATED as of the day and year first above written.

*[Signatures Appear on Following Page]*

*Signature Page to  
Assignment and Assumption of Leases,  
Contracts and Security Deposits*

**ASSIGNOR:**

\_\_\_\_\_

a

By:

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_

a

By:

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTACH:**

- Exhibit A - Property Description
- Exhibit B - Lease
- Exhibit B - Contracts

**EXHIBIT "H"**

**ASSIGNMENT OF INTANGIBLE PROPERTY**

DATE: \_\_\_\_\_, 20\_\_

ASSIGNOR: \_\_\_\_\_, a \_\_\_\_\_

ASSIGNEE: \_\_\_\_\_, a \_\_\_\_\_

RECITALS:

A. Assignor presently owns the real property described in Exhibit A to this Assignment and the improvements and personal property located thereon (the "Property").

B. Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 2017 (the "Purchase Agreement"), wherein Assignor agreed to sell and Assignee agreed to buy the Property.

C. Assignor desires to sell the Property to Assignee, and in connection therewith, Assignor desires to assign to Assignee and Assignee desires to acquire Assignor's interest, if any, in and to the following described rights, interests and property inuring to the benefit of Assignor and relating to the Property.

D. **[Include in Cruse-Two assignment:** Assignor and Assignee are parties to that certain Master Lease Agreement dated as of \_\_\_\_\_, 2017 (the "Master Lease"), wherein Assignee has leased the Property back to Assignor for a period of time beginning on the Conveyance Date (as defined below) and ending on February 28, 2022, unless earlier terminated (such date, the "Master Lease Termination Date").]

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Effective as of the [date of conveyance of the Property by Assignor to Assignee (the "Conveyance Date") [Master Lease Termination Date], Assignor assigns, transfers, sets over, and conveys to Assignee, to the extent the same are assignable, all of Assignor's right, title, and interest, if any, in and to (i) any warranties and/or guaranties, express or implied, from contractors, builders, manufacturers, and/or suppliers inuring to the benefit of Assignor and relating to the Property, (ii) any licenses, permits and approvals relating to the Property, (iii) any service marks, logos and trade names, (iv) all plans, drawings and specifications and (v) any development rights. **[Include in Cruse-Two assignment:** Assignee acknowledges and agrees that it shall have no development rights with respect the Property from and after the date of conveyance of the Property by Assignor to Assignee (the "Conveyance Date"); however, Assignee shall retain the right to use the items listed in subparagraphs (i)-(iv) of this paragraph 1 in performance of its obligations under the Master Lease from the Conveyance Date until the Master Lease Termination Date.]

2. Binding Effect. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

3. Construction: Definitions. This Assignment shall be construed according to Oklahoma law, without regard to its conflicts of laws principles. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

DATED as of the day and year first above written.

*[Signatures appear on following page]*

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Exhibit H-2

**ASSIGNOR:**

\_\_\_\_\_  
a \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_  
a \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTACH:**

Exhibit A - Property Description

***EXHIBIT "I"***

Intentionally Deleted

Exhibit I-1

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**EXHIBIT "J"**

**NON-FOREIGN AFFIDAVIT**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by [ \_\_\_\_\_ LLC, a \_\_\_\_\_ ] limited liability company ("Seller"), the undersigned hereby certifies the following:

1. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller's U.S. taxpayer identification number is \_\_\_\_\_; and

3. Seller's address is \_\_\_\_\_.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Under penalties of perjury, the undersigned declares that it has examined this certification and to its knowledge and belief it is true, correct, and complete, and further declares that it has authority to sign this document.

Date: As of \_\_\_\_\_, 2017

\_\_\_\_\_

a

By:

Name: \_\_\_\_\_

Its: \_\_\_\_\_



**EXHIBIT "K"**

**FORM OF CERTIFICATE OF REPRESENTATIONS AND WARRANTIES**

[Letterhead of Party Giving Certificate (Seller or Buyer)]

\_\_\_\_\_, 2017

[Name of Party Receiving Certificate (Seller or Buyer)]

[Address of Party Receiving Certificate]

[City, State]

Ladies and Gentlemen:

The undersigned hereby certifies that all of the representations and warranties made by it in Section \_\_\_\_ of the Purchase and Sale Agreement dated as of \_\_\_\_\_, 2017 (the "Purchase Agreement") between the undersigned, as [insert Seller or Buyer], and you, as [insert Seller or Buyer], are true and correct as of the date hereof in all material respects, except as follows: [insert "none" or exceptions], which shall survive the date hereof for the period and subject to the limitations provided in the Purchase Agreement, and thereafter shall be null and void. The undersigned further ratifies and confirms the continued applicability of, and the understandings and agreements of the undersigned set forth in, such Section \_\_\_\_.

Very truly yours,

\_\_\_\_\_  
a \_\_\_\_\_

By:

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT "N"**

**FORM OF  
TENANT ESTOPPEL CERTIFICATE**

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
("Tenant")

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
("Buyer")

\_\_\_\_\_  
\_\_\_\_\_  
("Landlord")

\_\_\_\_\_  
\_\_\_\_\_  
("Buyer's Lender")

Lease: Lease dated \_\_\_\_\_, \_\_\_\_\_, between  
\_\_\_\_\_, a  
\_\_\_\_\_,  
and \_\_\_\_\_, a  
\_\_\_\_\_,  
as amended, modified or supplemented by \_\_\_\_\_,  
\_\_\_\_\_ [list all amendments,  
addenda, letter agreements and the like] (as so amended,  
modified and supplemented, the "Lease").

Premises: Suite(s) \_\_\_\_\_, consisting of a total of \_\_\_\_\_ rentable square feet, (the "Premises") located in the building known as \_\_\_\_\_, having  
an address of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Building").

Tenant hereby certifies to Landlord and Buyer as follows:

1. Tenant is the current Tenant under the Lease. The Lease is in full force and effect and is the only lease, agreement or understanding between Landlord and Tenant affecting the Premises and any rights to parking. The Lease has not been modified, altered or amended, except as follows: [commencement agreements, modifications, assignments or amendments to the Lease and all letter agreements or, if none, state "None".]

2. The initial term of the Lease commenced on \_\_\_\_\_, 20\_\_, and the current term will expire on \_\_\_\_\_, \_\_\_\_\_. The Tenant has an outstanding option to renew the Lease (which has not been waived or lapsed) for \_\_\_\_\_ (\_\_\_\_\_) additional \_\_\_\_\_ following the expiration date of the current term. Tenant has accepted and is presently occupying the Premises.

3. The base rent under the Lease is currently \$ \_\_\_\_\_ per month. . Tenant has fully paid all rent and other sums payable under the Lease on or before the date of this Certificate and Tenant has not paid any rent more than one month in advance.

4. Tenant is not in default under any of the provisions of the Lease, and no event has occurred and no circumstance exists which, with the passage of time or the giving of notice by Landlord, or both, would constitute such a default.

5. To Tenant's knowledge, Landlord is not in default under any of the provisions of the Lease, and no event has occurred and no circumstance exists which, with the passage of time or the giving of notice by Tenant, or both, would constitute such a default.

6. All construction to be performed and the improvements to be installed by Landlord on the Premises as a condition to Tenant's acceptance of the Premises, if any, have been completed and fully accepted by Tenant. All amounts to be paid by Landlord to Tenant for work performed by Tenant pursuant to any tenant improvement allowance have been paid in full. Any and all other leasing incentives, amounts which the Lease expressly requires to be paid by Landlord to Tenant or amounts to be credited against Tenant rent due under the Lease for any reason (exclusive of operating expense adjustments as may be applicable under the Lease) have been fully paid or credited as applicable, and no such amounts remain outstanding or remain to be credited.

7. As of the date of this Certificate, Tenant has no defenses, offsets or credits against the payment of rent and other sums due or to become due under the Lease or against the performance of any other of Tenant's obligations under the Lease.

8. Tenant has paid to Landlord a security deposit in the amount of \$ \_\_\_\_\_ [alternatively: Landlord is holding a letter of credit to secure Tenant's obligation under the Lease is the amount of \$ \_\_\_\_\_]. [The obligations of Tenant are guaranteed by \_\_\_\_\_, in accordance with the terms of the guaranty dated \_\_\_\_\_.]

9. Tenant has not subleased, assigned, pledged, hypothecated, or otherwise encumbered all or any portion of its interest in the Lease.

10. Tenant has no existing right of refusal, right of offer, or expansion rights, except \_\_\_\_\_ (all other rights, if any, having been waived or deemed waived). Tenant has no purchase option or other right to purchase the Premises or the Building.

11. There are no actions, voluntary or involuntary, pending against the Tenant under the bankruptcy laws of the United States or any state thereof.

12. Tenant understands that this Certificate is required in connection with Buyer's acquisition of the Building, and Tenant agrees that Landlord, Buyer, Buyer's Lender and their respective assigns (including any parties providing financing for the Building) will, and shall be entitled to, rely on the truth of this Certificate. Tenant agrees that such parties will, and shall be entitled to, rely on the representations in this Certificate as being true and correct and continuing to be made, unless Tenant notifies Landlord and Buyer of a change in this Certificate prior to the closing.

13. The party executing this document on behalf of Tenant represents that he/she has been authorized to do so on behalf of Tenant.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2017.

TENANT

\_\_\_\_\_,  
a \_\_\_\_\_

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "O"**

**FORM OF  
SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT  
(Master Lease)**

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2017, by and among **GMR OKLAHOMA CITY, LLC**, a Delaware limited liability company ("**Master Lessor**") and **CRUSE-TWO, L.L.C.**, an Oklahoma limited liability company ("**Landlord**"), and **OKLAHOMA CENTER FOR ORTHOPAEDIC & MULTI-SPECIALTY SURGERY, LLC**, an Oklahoma limited liability company ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a certain Amended and Restated Building Lease Agreement dated as of September 1, 2014 (the "**Lease**"), with respect to the premises (the "**Property**") described in Exhibit "A" attached hereto and by this reference made a part hereof (such leased premises, as more particularly described in the Lease, is herein referred to as the "**Premises**"); and

WHEREAS, as of the date hereof, the Lease is subject to that certain *Medical Office Building Master Lease Agreement* dated concurrently herewith by and between Master Lessor and Landlord (the "**Master Lease**"), which Master Lease has an expiration date of February 28, 2022.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Master Lessor, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the Master Lease and to any amendments and modifications thereof, including any increases therein or supplements thereof.

2. Master Lessor does hereby agree with Tenant that, so long as Tenant complies with and performs its obligations under the Lease, (a) Master Lessor will take no action which will interfere with or disturb the right of Tenant to the use, possession and enjoyment of the Premises in accordance with the Lease, and (b) in the event that the Master Lease should terminate before the Lease, Master Lessor shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof and the Lease shall continue in effect as a direct lease between Master Lessor, as landlord, and Tenant, as the tenant of the Premises, *provided*, that Master Lessor shall not be liable for any act or omission of Landlord or any other prior landlord, or subject to any offsets, counterclaims or defenses which Tenant might have against Landlord or any other prior landlord, or required to construct any improvements which were required to be constructed by Landlord or any other prior landlord, nor shall Master Lessor be bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any other prior landlord or be liable for the return of any security deposit theretofore paid by Tenant, nor shall Master Lessor be bound by any amendment or modification of the Lease made without Master Lessor's consent.

3. Tenant does hereby agree with Master Lessor that in the event that the Master Lease should terminate before the Lease, then the Lease shall continue in effect as a direct lease between Master Lessor, as landlord, and Tenant, as the tenant of the Premises, and Tenant shall attorn to and recognize Master Lessor as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder. Tenant further covenants and agrees to execute and deliver upon request of Master Lessor, or its assigns, an appropriate agreement of attornment to any subsequent titleholder of the Premises.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease.

5. The certifications and agreements contained herein are made by Tenant with the knowledge that the Master Lessor would not enter into the Master Lease except in reliance upon such certifications and agreements by Tenant.

6. As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing herein contained nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Lease.

*[Remainder of page intentionally blank]*

*Signature page to  
Subordination, Non-Disturbance and  
Attornment Agreement*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, as of the date first above written.

**MASTER LESSOR:**

GMR OKLAHOMA CITY, LLC,  
a Delaware limited liability company

By: Global Medical REIT, LP,  
a Maryland limited partnership

By: Global Medical REIT Inc.,  
a Maryland corporation

By: \_\_\_\_\_  
Name:  
Its: Authorized Signatory

**LANDLORD:**

CRUSE-TWO, L.L.C.,  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**TENANT:**

OKLAHOMA CENTER FOR ORTHOPAEDIC & MULTI-SPECIALTY SURGERY, LLC,  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Name:  
Title:

### **AMENDED AND RESTATED BUILDING LEASE**

THIS AMENDED AND RESTATED BUILDING LEASE ("Lease") is entered into effective as of September 1, 2014, by and between CRUSE-TWO, L.L.C., an Oklahoma limited liability company ("Cruse-Two" or "Landlord"), and OKLAHOMA CENTER FOR ORTHOPEDIC & MULTI-SPECIALTY SURGERY, LLC, an Oklahoma limited liability company ("OCOM" or "Tenant"), with reference to the following:

A. Cruse-Two, as landlord, and Southwest Ambulatory Surgery Center, L.L.C. ("SASC"), as tenant, entered into a Building Lease dated July 15, 1999, pursuant to which Cruse-Two agreed to lease to SASC, and SASC agreed to lease from Cruse-Two, certain land and improvements, including an approximately 31,258 square foot, one-story building (the "Original Hospital Premises"), for purposes of operating a hospital facility (the "Hospital Lease").

B. Cruse-Two, as landlord, and SASC, as tenant, also entered into a Building Lease dated July 15, 1999, pursuant to which Cruse-Two agreed to lease to SASC, and SASC agreed to lease from Cruse-Two, certain land and improvements, including an approximately 23,301 square foot, one-story building (the "Rehab Premises"), for purposes of operating a rehabilitation facility (the "Rehab Lease" and, together with the Hospital Lease, the "Leases").

C. SASC assigned all of its right, title and interest in and to the Leases to OCOM, as evidenced by an Assignment of Leases dated August 1, 2010.

D. The Leases were amended by a First Amendment to Building Leases dated September 21, 2010 (the "First Amendment"). Pursuant to the First Amendment, approximately 8,000 square feet were added to the hospital facility (the "Hospital") to facilitate an additional 10 patient beds and a 75' driveway along the eastern side of the Hospital (collectively, the "Expansion A Premises") in accordance with plans approved by Cruse-Two and OCOM. The First Amendment included provisions for payment of monthly rent for the Expansion A Premises ("EXPA Rent"), to be calculated and adjusted separately from monthly rent for the Rehab Premises and the Hospital Premises. The First Amendment also (1) extended the original term of the Leases for a period of twenty years, (2) provided for increases in monthly rent for the Rehab Premises, the Hospital Premises, and the Expansion A Premises, and (3) provided for optional extension of the terms of the Leases.

E. Integris Health, Inc. ("Integris") and United Surgical Partners International, Inc. ("USPI") guaranteed a portion of the obligations of Tenant under the Leases, pursuant to the terms and conditions of separate Guaranties, each dated August 1, 2004, and each amended and restated as of August 1, 2010. Anthony L. Cruse, D.O. ("Cruse") agreed to guarantee a portion of the obligations of Tenant under the Leases, upon the effectiveness of the Leases (the "Original Guaranty"), but such Original Guaranty was not documented. Cruse affirmed his agreement to the Original Guaranty and guaranteed a portion of the obligations of Tenant pursuant to a Guaranty dated as of August 1, 2010 (the "Cruse Guaranty"). In the First Amendment, each of Integris, USPI, and Cruse (a) ratified and affirmed its respective Guaranty of Tenant's obligations under the Leases, as such Leases may be amended, modified, or supplemented from time to time, (b) confirmed that its respective Guaranty was in full force and effect pursuant to its terms, and (c) agreed that there were no defenses or unfilled conditions precedent to its obligations thereunder.



F. Landlord has renovated a portion of the Hospital Premises to expand the recovery room and pre-operating holding rooms, and to further expand the Hospital by adding four more operating rooms and an expanded central sterile area (collectively, the "Expansion B Improvements"). Pursuant to the terms of an Interim Lease Agreement between Landlord and Tenant dated April 28, 2014 (the "Interim Agreement"), Tenant began using the new operating rooms on April 28, 2014. In addition to paying rent for the Rehab Premises, the Hospital and the Expansion A Premises as provided in the First Amendment, Tenant also paid rent to Landlord for Tenant's use of the new operating rooms as provided in the Interim Agreement. All of the Expansion B Improvements are substantially completed and were delivered to Tenant effective as of September 1, 2014. Landlord and Tenant have agreed that this Lease will supersede and replace the Interim Agreement, and the monthly rent due under this Lease will increase to include rent for all of the Expansion B Improvements, calculated as provided in this Lease (the "EXPB Rent").

G. Landlord and Tenant desire to further extend the original term of the Leases and provide for periodic increases in monthly rent, as more particularly set forth herein.

H. As evidenced by their signatures set forth below, Integris, USPI, and Cruse have agreed to ratify and affirm their respective Guaranties of Tenant's obligations under the Leases, as amended and restated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby amend and restate the original Leases, as previously amended by the First Amendment, as follows.

**ARTICLE 1. BASIC LEASE INFORMATION**

1.1 Basic Lease Information, in addition to the terms that are defined elsewhere in this Lease, these terms are used in this Lease

- (a) ORIGINAL LEASE DATE: July 15, 1999
- (b) LANDLORD: Cruse-Two, L.L.C.
- (c) LANDLORD'S ADDRESS: 8100 South Walker Avenue  
Oklahoma City, Oklahoma 73139
- (d) TENANT: Oklahoma Center for Orthopedic &  
Multi-Specialty Surgery, LLC
- (e) TENANT'S ADDRESS 8125 South Walker Avenue  
Oklahoma City, Oklahoma 73139

and

3366 NW Expressway, Suite 800  
Oklahoma City, Oklahoma 73112

(f) PREMISES: The development consisting of the land described on Exhibit A to this Lease and all improvements now or in the future built on the land, including, without limitation, the Rehab Premises, the Original Hospital Premises, the Expansion A

Premises, the Expansion B Improvements, parking lots, walkways, driveways, fences, and landscaping.

(g) ORIGINAL TERM: Twenty (20) years, beginning on the Original Commencement Date.

(h) ORIGINAL COMMENCEMENT DATE: March 1, 2002.

(i) ORIGINAL EXPIRATION DATE: March 1, 2022.

(j) EXTENDED TERM: Twenty (20) years, beginning on the Expansion B Commencement Date and expiring on the Extended Expiration Date, unless sooner terminated or further extended in accordance with the provisions of this Lease.

(k) EXPANSION B COMMENCEMENT DATE: September 1, 2014.

(l) EXTENDED EXPIRATION DATE: Twentieth (20<sup>th</sup>) anniversary of the Expansion B Commencement Date.

(m) MONTHLY RENT: The amount per month set forth in Exhibit C to this Lease (the "Monthly Rent Schedule").

(n) RENEWAL OPTIONS: Three (3) options to further extend the Extended Term of this Lease for additional terms of five (5) years each, pursuant to Article 10.

#### 1.2 Definitions.

(a) ADDITIONAL RENT: Any amounts that this Lease requires Tenant to pay in addition to monthly rent.

(b) EXPANSION A PREMISES; EXPA RENT – see Recital D.

(c) EXPANSION B IMPROVEMENTS; EXPB RENT – see Recital G.

(d) ORIGINAL HOSPITAL PREMISES – see Recital A.

(e) PERMITTED USE: Short-stay hospital, rehabilitation, wellness or alternative care services, other healthcare services, ancillary services, and related retail services including, without limitation, physician offices, administrative offices, and pharmacies.

(f) PRIME RATE: The rate of interest published from time to time by The Wall Street Journal and designated as the prime rate in the "Money Rates" section of such publication. If such publication describes the prime rate as a range of rates, for purposes of this Lease, the prime rate shall be the highest rate designated in such range. The prime rate is a reference rate which describes the base rate on corporate loans and does not necessarily represent actual transactions or the best or lowest rate of interest actually charged to any borrower.

(g) REHAB PREMISES – see Recital B.

(h) RENT: The Monthly Rent and Additional Rent.

(i) **SUBSTANTIAL COMPLETION:** The date as of which Landlord substantially completed construction of the Expansion B Improvements, as certified by Landlord's architect or contractor, and a certificate of occupancy for the Expansion B Improvements was issued.

If any other provision of this Lease contradicts any definition of this Article, the other provision will prevail.

1.3 Exhibits. The following addendum and exhibits are attached to this Lease and are made part of this Lease:

EXHIBIT A – Legal Description of the Land

EXHIBIT B –Construction Documents for Expansion B Improvements

EXHIBIT C – Monthly Rent Schedule

EXHIBIT D – Determination of Market Rate for Renewal Options

## **ARTICLE 2. AGREEMENT**

2.1 Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease. The duration of this Lease will be the Original Term, as extended by the Extended Term (collectively, the "term"), unless sooner terminated or further extended (by Tenant's exercise of its Renewal Options) as provided in this Lease. The Extended Term will commence on the Expansion B Commencement Date and will expire on the Extended Expiration Date.

## **ARTICLE 3. DELIVERY OF PREMISES**

3.1 Delivery of Possession of Rehab Premises, Original Hospital Premises, and Expansion A Premises. Landlord delivered possession of the Rehab Premises and the Original Hospital Premises to Tenant on or about the Original Commencement Date. Landlord delivered possession of the Expansion A Premises on or about September 1, 2010. Tenant hereby ratifies and confirms its acceptance of delivery of possession of the Rehab Premises, the Original Hospital Premises, and the Expansion A Premises.

3.2 Construction of Expansion B Improvements. Landlord constructed, at Landlord's sole cost and expense, the Expansion B Improvements according to the site plan, outline specifications, floor plans, and elevations prepared by Costigan & Associates, Inc., all of which Tenant reviewed and approved and which are listed on Exhibit B (the "Expansion B Plans"). Landlord represents and warrants that the Expansion B Improvements were constructed in accordance with applicable laws, regulations, codes, ordinances, and required governmental approvals. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose other than the Permitted Use, including the operation of a short-stay hospital, nor has Landlord or its agents or employees agreed to undertake any additional alterations or construct any additional improvements to the Premises except as expressly described on Exhibit B.

3.3 Delivery of Expansion B Improvements. After Substantial Completion of the Expansion B Improvements, Tenant conducted a walk-through inspection of the Expansion B Improvements with Landlord to confirm the Substantial Completion of the construction in accordance with the Expansion B Plans. Other than any "latent defects", Tenant confirms that it accepted the Expansion B Improvements effective as of September 1, 2014, which shall be the Expansion B Commencement Date, and acknowledges that Landlord has completed the construction of the Expansion B Improvements in accordance with the Expansion B Plans and that there are no items needing additional work or repair. A "latent defect" is a defect in the condition of the Expansion B Improvements that existed on the Expansion B Commencement Date, but which defect would not ordinarily be observed during a reasonable walk-through inspection. If Tenant notifies Landlord of a latent defect within one (1) year following the Expansion B Commencement Date, then Landlord will repair (or will cause its contractor to repair) such latent defect as soon as practicable. Except as set forth in this Section, Landlord shall have no obligation or liability to Tenant for latent defects. From and after the Expansion B Commencement Date throughout the term of the Lease, the term "Premises" as defined in Article 1.1(f) of this Lease shall include the Expansion B Improvements.

3.4 Total Square Footage of Premises. Landlord and Tenant agree that the total square footage of the Premises (including the Expansion B Improvements, which added approximately 9,353 square feet to the existing facilities) is approximately 71,912 square feet.

#### ARTICLE 4. MONTHLY RENT

4.1 Date Due. Throughout the term of this Lease, Tenant will pay monthly rent to Landlord as rent for the Premises in accordance with the Monthly Rent Schedule attached as Exhibit C to this Lease. Monthly rent will be paid in advance on or before the first day of each consecutive calendar month of the term. If the term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then monthly rent will be appropriately prorated by Landlord based on the actual number of calendar days in such month. The Extended Term, as defined herein, will begin on the Expansion B Commencement Date. If the Extended Term commences on a day other than the first day of a calendar month, then the prorated monthly rent for the Expansion B Improvements for such month will be paid on or before the first day of the Extended Term. Monthly rent will be paid to Landlord, without written notice or demand, and without deduction or offset, except as may be expressly set forth in this Lease, in lawful money of the United States of America at Landlord's address, or to such other address as Landlord may from time to time designate in writing.

4.2 Late Payment. If Tenant fails to pay any installment of monthly rent or additional rent when within ten (10) days of its due date, there shall be due and owing to Landlord a "late fee" equal to three percent (3%) of the rent that is paid late. Such "late fee" shall be due and payable immediately, without notice or demand, and shall be in addition to any other rental or additional rental, or interest thereon, provided for in any other article of this Lease. The "late fee" is a form of liquidated damages and is not a penalty.

4.3 EXPB Rent. Commencing on the Expansion B Commencement Date, the Interim Agreement has been superseded and replaced by this Lease, and Tenant shall pay EXPB Rent for the Expansion B Improvements each month in accordance with Section 4.1 and 4.2 of this Lease. EXPB Rent has been determined based upon a capitalization rate of 5.25% plus the Prime Rate, as of the Expansion B Commencement Date, according to the following formula:

Capitalization Rate x Cost of the Expansion B Improvements = EXPB Rent

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Landlord and Tenant agree that the cost of the Expansion B Improvements was \$6,749,313.39. The Monthly Rent Schedule attached as Exhibit C to this Lease has been amended to include EXPB Rent.

4.4 Increases in Monthly Rent. During the term, monthly rent shall increase as set forth in Exhibit C to this Lease:

(a) On each annual anniversary of the first day of the calendar month succeeding the month in which the Original Commencement Date occurred, and continuing until the Original Expiration Date, monthly rent for the Original Hospital Premises and the Rehab Premises (excluding the Expansion A Premises and the additional square footage added as a result of the Expansion B Improvements) shall increase to an amount equal to 101% of the monthly rent in the preceding month.

(b) On September 1 of each year, EXPA Rent shall increase to an amount equal to 102% of the EXPA Rent in the then immediately preceding calendar month.

(c) On each annual anniversary of the first day of the calendar month succeeding the month in which the Expansion B Commencement Date occurred, EXPB Rent shall increase to an amount equal to 102% of the EXPB Rent in the then immediately preceding calendar month.

(d) On the Original Expiration Date, which will be March 1, 2022, monthly rent for the Rehab Premises and the Original Hospital Premises (excluding the Expansion A Premises and the Expansion B Improvements) shall be increased to \$39.50 per square foot. Accordingly, monthly rent for such space shall increase as set forth in the Monthly Rent Schedule attached as Exhibit C.

## ARTICLE 5. TAXES

### 5.1 Taxes.

(a) Tenant will pay Landlord within ten (10) business days after written demand any and all real and personal property taxes and assessments (and any tax levied in whole or in part in lieu of or in addition to real property taxes) levied against the Premises and other taxes payable by Landlord with respect to the Premises (other than as set forth in subparagraph (b) below), whether or not now customary or within the contemplation of Landlord and Tenant:

(i) upon or measured by rent, including without limitation, any gross revenue tax, excise tax, or value added tax levied by federal, state or local government or any other governmental body with respect to the receipt of rent; and

(ii) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.

(b) Tenant will not be obligated to pay any inheritance tax, gift tax, transfer tax, sales tax, franchise tax, state or federal income tax (based on net income), profit tax, or capital levy imposed upon Landlord.

(c) Tenant will pay prior to delinquency all personal property taxes on Tenant's personal property in the Premises and any other taxes payable by Tenant that if not paid might give rise to a lien on the Premises or Tenant's interest in the Premises.

5.2 Additional Rent. Amounts payable by Tenant according to this Article 5 will be payable as rent, without deduction or offset. If Tenant fails to pay any amounts due according to this Article 5 and such failure continues following expiration of any applicable notice and cure periods (including as set forth in Section 25.1(a) below), Landlord will have all the rights and remedies available to it under this Lease on account of Tenant's failure to pay rent.

5.3 Proration. If this Lease begins on a day other than the first day of a calendar year or ends on a day other than the last day of a calendar year, the amount of taxes payable by Tenant applicable to the calendar year in which this Lease begins or ends will be calculated on the basis of the number of days of the term falling within such calendar year, and Tenant's obligation to pay taxes will survive the expiration or other termination of this Lease.

## ARTICLE 6. INSURANCE

6.1 Tenant's Insurance. At all times during the term, Tenant will carry and maintain, at Tenant's expense, the following insurance, in the amounts specified below or such other industry standard amounts as Landlord may from time to time reasonably request, with insurance companies and on forms reasonably satisfactory to Landlord or which are otherwise industry standard:

(a) "All-risk" property insurance, including insurance against loss or damage by fire, vandalism and malicious mischief, explosion of steam boilers, pressure vessels or other similar apparatus, now or hereafter installed in the Premises, extended coverage perils and all physical loss perils insurance, including, without limitation, sprinkler leakage, in an amount equal to 100% of the then full replacement cost thereof with the usual extended coverage endorsements, including a replacement cost endorsement and builder's risk coverage during the continuance of any construction at the Premises;

(b) Business interruption and blanket earnings plus extra expense under a rental value insurance policy covering risk of loss during the lesser of the first twelve months of reconstruction or the actual reconstruction period necessitated by the occurrence of any of the hazards described above, in such amounts as may be customary for comparable properties in the area and in an amount sufficient to prevent Landlord or Tenant from becoming a co-insurer;

(c) Comprehensive general liability insurance, including bodily injury and property damage (on an occurrence basis and on a 1988 ISO CGL Form or its equivalent or otherwise in the broadest form available, including, without limitation, broad form contractual liability, fire, legal liability, independent contractor's hazard and completed operations coverage) in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and umbrella coverage of such claims in an amount not less than \$3,000,000;

(d) Worker's Compensation insurance for all persons employed by Tenant on the Premises with statutory limits and otherwise with limits of and provisions in accordance with the requirements of applicable law, and employer's liability insurance in such amounts as Landlord and any mortgagee of Landlord may reasonably require;

(e) Malpractice insurance for all persons employed and/or practicing from the Premises in such amounts as Landlord may reasonably require;

(f) Insurance covering all of Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenant's business and found in, on, or about the Premises. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss." All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the provisions of Article 18, Tenant will be entitled to any proceeds resulting from damage to Tenant's furniture and fixtures, machinery, equipment, stock, and any other personal property; and

(g) If Tenant operates owned, hired, or nonowned vehicles on the Premises, comprehensive automobile liability at a limit of liability not less than \$1,000,000 combined bodily injury and property damage.

6.2 Replacement Cost. "Replacement cost," as used in this Lease, shall mean the actual replacement cost of the property requiring replacement from time to time, including an increased cost of construction endorsement, less exclusions provided in the standard form of fire insurance policy. If either a Landlord or Tenant believes that the then full replacement cost has increased or decreased at any time during the term, such party, at its own cost, may have the full replacement cost redetermined by an accredited appraiser approved by the other, which approval shall not be unreasonably withheld or delayed. The party desiring to have the full replacement cost so redetermined shall promptly, upon receipt of such determination by such appraiser, give written notice thereof to the other. The determination of such appraiser shall be final and binding on the parties hereto and Tenant shall promptly conform the amount of the insurance carried to the amount so determined by the appraiser.

6.3 Forms of Policies. Certificates of insurance evidencing the coverages required by this Lease, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional insureds, will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time prior to the expiration of the term of each such policy. All commercial general liability or comparable policies maintained by Tenant will name Landlord and such other persons or firms having an interest in the Premises as Landlord specifies from time to time as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, and employees as a result of the negligent acts or omissions of Tenant. All policies maintained by Tenant will provide that they may not be terminated nor may coverage be reduced except after prior written notice to Landlord. All policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry.

6.4 Waiver of Subrogation. Landlord and Tenant each waive any and all rights to recover against the other or against any other Tenant or occupant of the Premises, or against the members, managers, officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other Tenant or occupant of the Premises, for any loss or damage to such waiving party arising from

any cause covered by any property insurance required to be carried by such party pursuant to this Article 6 or any other property insurance actually carried by such party to the extent of the limits of such policy. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the contents of the Premises. Tenant shall cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

6.5 Insurance Proceeds. All proceeds payable by reason of any loss or damage to the Premises, or any portion thereof, and insured under any policy of insurance required by this Lease (including, without limitation, proceeds of any business interruption insurance) shall be paid directly to Landlord. If Tenant is required to reconstruct or repair any of the Premises as provided in this Lease, such proceeds shall be paid out by Landlord from time to time for the reasonable costs of reconstruction or repair of the Premises necessitated by such damage or destruction, if no event of default has occurred and is continuing and no event has occurred such that with the 'giving of notice or the passage of time or both and event of default would exist, any excess proceeds of insurance remaining after the completion of the restoration shall be paid to Tenant. If this Lease is terminated pursuant to Article 18, the insurance proceeds shall be retained by Landlord.

6.6 Adequacy of Coverage. Landlord, its agents, and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Article 6 are adequate to protect Tenant. If Tenant believes that any- of such insurance coverage is inadequate, Tenant will obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense.

6.7 Landlord's Insurance. Landlord may, but shall not be required to, maintain policies of insurance covering the Premises in such forms and amounts as Landlord may elect to maintain. Any insurance carried by Landlord shall be for the sole benefit of Landlord, and Tenant shall not be named as an additional insured on any such policies. Tenant shall have no obligation to pay for any insurance that Landlord elects to carry under this section.

#### **ARTICLE 7. USE**

7.1 The Premises will be used only for the Permitted Use and purposes incidental to that use, and for no other purpose. Tenant will use the Premises in a careful, safe, and proper manner. Tenant will not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable laws. Tenant will not commit waste or suffer or permit waste to be committed in, on, or about the Premises.

#### **ARTICLE 8. REQUIREMENTS OF LAW**

8.1 General. At its sole cost and expense. Tenant will promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Original Lease Date, with the requirements of any board of fire underwriters or other similar body constituted now or after the date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the use and occupancy of the Premises by Tenant, including requirements of structural changes to the Premises. Without limiting the foregoing, any alteration, addition or improvement to the Premises required for the specific benefit of Tenant, its agents, servants, employees, guests,



invitees, licensees or contractors in order to comply with provisions of the Americans with Disabilities Act, or any similar state or local statute, code or regulation (as distinguished from alterations, additions or improvements required generally), shall be made at the sole cost and expense of Tenant.

## 8.2 Hazardous Materials.

(a) For purposes of this Lease, "hazardous materials" means any explosives, radioactive materials, hazardous wastes (including medical wastes), or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9662; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1819; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6992; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances, human health and safety, the environment, or natural resources now or at any time hereafter in effect (collectively, "hazardous materials laws").

(b) Tenant will not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the Premises by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises to be contaminated by any hazardous materials in violation of any hazardous materials laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any hazardous materials laws relating to any hazardous materials affecting the Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any hazardous materials in, on, or about the Premises.

(c) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations in this Article 8. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises to their condition existing prior to the appearance of Tenant's hazardous materials on the Premises. Tenant's obligations under this Article 8 will survive the expiration or other termination of this Lease.

(d) Landlord will not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the Premises by Landlord, its agents, employees, or contractors. Landlord will not permit the Premises to be used or operated in a manner that may cause the Premises or the project to be contaminated by any hazardous materials in violation of any hazardous materials laws. Landlord will be solely responsible for and will defend, indemnify and hold Tenant, its agents, and employees harmless from and against all

claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Landlord's breach of its obligations in this Article 8.

8.3 Certain Insurance Risks. Tenant will not do or permit to be done any act or thing upon the Premises which would (a) jeopardize or be in conflict with fire insurance policies covering the Premises and fixtures and property in the Premises; (b) increase the rate of fire insurance applicable to the Premises to an amount higher than it otherwise would be for the Permitted Use of the Premises; or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises. Landlord hereby confirms that the operation of the Premises for the Permitted Use shall not be deemed a use that conflicts with fire insurance policies or otherwise would increase the rate of a fire insurance policy.

#### **ARTICLE 9. ASSIGNMENT AND SUBLETTING**

9.1 General. Tenant will not assign, mortgage, or encumber this Lease, nor sublease more than 30% of the rentable area of the buildings on the Premises, nor permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. Any assignment or sublease in violation of this Article 9 will be void. If this Lease is assigned, or if the Premises or any part of the Premises are subleased in violation of this Lease or occupied by anyone other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to rent. No assignment, sublease, occupancy, or collection will be deemed (a) a waiver of the provisions of this Section 9.1; (b) the acceptance of the assignee, subtenant, or occupant as Tenant; or (c) a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to an assignment or sublease will not be construed to relieve Tenant from obtaining Landlord's prior written consent in writing to any further assignment or sublease. No permitted subtenant may assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others, without Landlord's prior written consent in each instance.

9.2 Submission of Information. If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord (a) the name and address of the proposed assignee or subtenant; (b) the business terms of the proposed assignment or sublease; (c) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (d) banking, financial, or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; and (e) the proposed form of assignment or sublease for Landlord's reasonable approval.

9.3 Prohibited Transfers. The transfer of control of Tenant, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, will be deemed an assignment of this Lease requiring Landlord's consent in each instance. "Control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of Tenant, whether through the ownership of equity, by contract, or otherwise.

## ARTICLE 10. RENEWAL OPTIONS

10.1 Renewal Options. Tenant will have three (3) options (each, a "Renewal Option") to extend the term of the Lease with respect to all (but not less than all) of the Premises for additional terms (each, a "Renewal Term") of five (5) years each, commencing immediately upon the expiration of the preceding term, subject to the following terms and conditions:

(a) Tenant gives Landlord not less than six (6) months' prior written notice of its election to exercise each Renewal Option; and

(b) Tenant is not in default under the Lease beyond any applicable cure period either on the date Tenant exercises the Renewal Option or on the commencement of the Renewal Term, unless waived in writing by Landlord.

10.2 Terms of Renewal. If Tenant exercises the Renewal Option, all terms and conditions of this Lease will be applicable to the Renewal Term, except that:

(a) Monthly rent during a Renewal Term will be the greater of the Market Rate (as defined in the attached Exhibit D) or the amount of monthly rent last payable by Tenant during the then immediately preceding term;

(b) On each annual anniversary of the first day of the calendar month in which the Renewal Term commences, monthly rent for the Premises shall increase to an amount equal to 102% of the monthly rent for the then immediately preceding calendar month and shall continue until the next annual anniversary.

(c) Tenant agrees to accept the Premises in an "as-is" condition on the commencement date of the Renewal Term and Tenant will not be entitled to any credit or allowance from Landlord for any improvements; and

(d) Tenant shall have no further options to renew the term of this Lease beyond the three Renewal Options granted in this Lease.

10.3 Termination of Renewal Options. The Renewal Options will automatically terminate and become null and void upon the earliest to occur of (i) the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises, or (ii) any failure of Tenant to timely or properly exercise any Renewal Option.

## ARTICLE 11.

[INTENTIONALLY OMITTED]

## ARTICLE 12.

[INTENTIONALLY OMITTED]

### ARTICLE 13. TENANT'S CARE OF THE PREMISES

13.1 Subject to Landlord's obligations to repair latent defects with respect to the Expansion B Improvements, as set forth above, Tenant will, at its expense, keep and maintain the Premises, including any altered, rebuilt, additional, or substituted buildings, structures, and other improvements thereon, and including Tenant's equipment, trade fixtures, and other personal property, in good repair and appearance consistent with Class A buildings in the Oklahoma City, Oklahoma area, except for ordinary wear and tear and damage by casualty, and will promptly make all structural and nonstructural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs of every kind and nature that may be required to be made upon or in connection with the Premises or any part thereof in order to keep and maintain the Premises in such good repair and appearance. Tenant shall not require Landlord to maintain, repair, or rebuild, or to make any alterations, replacements, or renewals of any nature or description to the Premises or any part thereof, whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen, or to maintain the Premises or any part thereof in any way. Tenant will immediately advise Landlord of any damage to the Premises. All damage or injury to the Premises or the fixtures, appurtenances, and equipment in the Premises that is caused by Tenant, its agents, employees, or invitees may be repaired, restored, or replaced by Landlord, at the reasonable, out of pocket expense of Tenant. Such expense will be collectible as additional rent and will be paid by Tenant within ten (10) business days after delivery of a statement for such expense, which statement shall include copies of all applicable invoices and paid receipts.

### ARTICLE 14. ALTERATIONS

#### 14.1 General.

(a) During the term, Tenant will not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part of the Premises that (i) have an aggregate cost in excess of \$500,000, or (ii) affect the roof or structural portions of the Premises, or attach any fixtures or equipment to the Premises, without first obtaining Landlord's written consent in each instance, which consent shall not be unreasonably withheld or delayed. All such alterations, additions, and improvements consented to by Landlord, and capital improvements that are required to be made to the Premises as a result of the nature of Tenant's use of the Premises will be performed by contractors reasonably approved by Landlord and subject to reasonable conditions specified by Landlord (which may include requiring the posting of a mechanic's or materialmen's lien and completion bonds).

(b) Subject to Tenant's rights in Article 16, all alterations, additions, fixtures, and improvements, whether temporary or permanent in character, made in or upon the Premises either by Tenant or Landlord, will immediately become Landlord's property and at the end of the term will remain on the Premises without compensation to Tenant, unless when consenting to such alterations, additions, fixtures, or improvements. Landlord has advised Tenant in writing that such alterations, additions, fixtures, or improvements must be removed at the expiration or other termination of this Lease.

14.2 Removal. If Landlord has required Tenant to remove any or all alterations, additions, fixtures, and improvements that are made in or upon the Premises pursuant to this Article 14 prior to the expiration date, Tenant will remove such alterations, additions, fixtures, and improvements at Tenant's sole cost and will restore the Premises to substantially the condition in which they were before such alterations, additions, fixtures,

improvements, and additions were made, reasonable wear and tear and damage by casualty excepted.

#### **ARTICLE 15. MECHANICS LIENS**

15.1 Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant will indemnify Landlord against and hold Landlord and the Premises free, clear, and harmless of and from all mechanics' liens and claims of-liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant, other than work performed by Landlord. If any such lien, at any time, is filed against the Premises or any part of the Premises, Tenant will cause such lien to be discharged of record within thirty (30) days after the filing of such lien or comply with statutory procedures as may be available to release the lien. If Tenant fails to pay any charge for which a mechanics' lien has been filed, and has not complied with statutory procedures as may be available to release the lien, and such failure continues for a period of ten (10) business days after Tenant's receipt of written notice of such failure, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection with such lien, will be immediately due from Tenant to Landlord as additional rent. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the Premises to liability under any mechanics' or other lien law. If Tenant receives written notice that a lien has been or is about to be filed against the Premises, or that any action affecting title to the Premises has been commenced on account of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice.

#### **ARTICLE 16. END OF TERM**

16.1 At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear and damage by casualty excepted. If no event of default by Tenant shall have occurred and then be continuing, Tenant may remove from the Premises any trade fixtures, equipment (including, without limitation, surgical equipment, surgical lighting, steam generators and other similar equipment), furniture and other personal property placed in the Premises by Tenant, whether or not such trade fixtures or equipment are fastened to the building. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Article 14. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the date that is thirty (30) days after the date of expiration of the term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all reasonable, out of pocket expenses incurred in connection with the removal of such property, including but not limited to the cost of repairing any damage to the buildings or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

## **ARTICLE 17. EMINENT DOMAIN**

17.1 If all of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise), this Lease will terminate on a date (the "termination date") which is the earlier of the date upon which the condemning authority takes possession of the Premises (or such part) or the date on which title to the Premises is vested in the condemning authority. If more than twenty five percent (25%) of the rentable area of the buildings on the Premises is so taken, or if the balance of the Premises cannot be used by Tenant for the purposes for which they were utilized immediately prior to the taking, Tenant may cancel this Lease by written notice to Landlord given within twenty (20) days after the termination date. If less than twenty five percent (25%) of the rentable area of the Premises is so taken, or if the Tenant does not cancel this Lease according to the preceding sentence, the monthly rent will be abated in the proportion of the rentable area of the Premises so taken to the rentable area of the Premises immediately before such taking, and Tenant's share will be appropriately recalculated. If twenty five percent (25%) or more of the rentable area of the buildings are so taken, Landlord may cancel this Lease by written notice to Tenant given within thirty (30) days after the termination date. In the event of any such taking, the entire award will be paid to Landlord and Tenant will have no right or claim to any part of such award made to Landlord; however, Tenant will have the right to assert a separate claim against the condemning authority for the value of Tenant's leasehold interest in the Premises, goodwill and Tenant's moving expenses and leasehold improvements owned by Tenant.

## **ARTICLE 18. DAMAGE AND DESTRUCTION**

18.1 If the Premises are damaged by fire or other insured casualty, Landlord will give Tenant written notice of the time which will be needed to repair such damage, as determined by Landlord in its reasonable discretion. Such notice will be given before the 30th day (the "notice date") after the fire or other insured casualty.

18.2 If the Premises are damaged by fire or other casualty but may be repaired within one hundred eighty (180) days after commencement of repairs or two hundred seventy (270) days after the date of the casualty, as reasonably determined by Landlord, Tenant will promptly begin to repair the damage after the notice date and will diligently pursue the completion of such repair. In that event, this Lease will continue in full force and effect without abatement of any rent; however, proceeds of business interruption insurance shall be applied by Landlord to the payment of all rent then due and payable and to become due and payable for the period for which such proceeds have been paid by the insurance provider.

18.3 If the Premises are damaged by fire or other casualty to an extent that may not be repaired within one hundred eighty (180) days after commencement of repairs or two hundred seventy (270) days after the date of the casualty, as reasonably determined by Landlord, then either Landlord or Tenant may cancel this Lease as of the date of such damage by written notice given to the other party no later than thirty (30) days after the notice date. Landlord will discuss with Tenant whether the Premises can be repaired, but Landlord shall have the sole authority and discretion, to be exercised by Landlord reasonably, to determine whether the Premises can be repaired. If either party elects to cancel the Lease, Landlord will be entitled to all insurance proceeds for the Premises, and Tenant will be entitled to any insurance proceeds for the separate property of Tenant. If neither party elects to cancel this Lease, Tenant will commence promptly and continue diligently to perform the repair and restoration of the Premises, or shall cause the work to be done, so as to restore the Premises in full compliance with all applicable laws, regulations, codes and ordinances so that the Premises

shall be at least equal in value and general utility to its value and general utility immediately prior to such damage or destruction. In that event, this Lease will continue in full force and effect without abatement of any rent; however, proceeds of business interruption insurance shall be applied by Landlord to the payment of all rent then due and payable and to become due and payable for the period for which such proceeds have been paid by the insurance provider. Landlord's obligation to disburse insurance proceeds shall be subject to the release of the proceeds by the Landlord's mortgagee. Tenant's obligation to restore the Premises shall be subject to the release of available insurance proceeds by Landlord's mortgagee and by Landlord to Tenant in accordance with the terms of this agreement.

#### **ARTICLE 19. SUBORDINATION**

19.1 General. Subject to Tenant's receipt of a non-disturbance agreement in a form reasonably acceptable to Tenant from the holder of each superior lien (as hereinafter defined), this Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust, or other lien encumbrance (each a "superior lien"), together with any renewals, extensions, modifications, consolidations, and replacements of such superior lien, now or after the date affecting or placed, charged, or enforced against the land or all or any portion of the Premises or any interest of Landlord in them or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument expressly provides that this Lease is superior to such instrument). Tenant will execute, acknowledge, and deliver to Landlord, within thirty (30) days after written demand by Landlord, such documents (in forms reasonably acceptable to Tenant) as may be reasonably requested by Landlord or the holder of any superior lien to confirm or effect any such subordination.

19.2 Attornment and Nondisturbance. Tenant agrees that in the event that any holder of a superior lien succeeds to Landlord's interest in the Premises, Tenant will pay to such holder all rents subsequently payable under this Lease. Further, Tenant agrees that in the event of the enforcement by the holder of a superior lien of the remedies provided for by law or by such superior lien, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of and attorn to such successor in interest without change in the terms or provisions of this Lease. Such successor in interest will not be bound by:

(a) Any payment of rent for more than one month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease;

(b) Any amendment or modification of this Lease made without the written consent of such successor in interest (if such consent was required under the terms of such superior lien);

(c) Any claim against Landlord arising prior to the date on which such successor in interest succeeded to Landlord's interest; or

(d) Any claim or offset of rent against the Landlord.

Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will, within thirty (30) days after written demand, execute, acknowledge, and deliver an instrument or instruments confirming the attornment, so long as such instrument

provides that such successor in interest will not disturb Tenant in its use of the Premises in accordance with this Lease and so long as such instrument is otherwise in a form reasonably acceptable to Tenant. In no event shall any such successor in interest to Landlord disturb Tenant's use and possession of the Premises so long as no event of default by Tenant shall have occurred and be continuing under this Lease.

#### **ARTICLE 20. ENTRY BY LANDLORD**

20.1 Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and upon at least one (1) business days' prior written notice during Tenant's business hours to:

- (a) Inspect the Premises;
- (b) Exhibit the Premises to prospective purchasers, lenders, or, during the 6 month period prior to the expiration of the term, prospective tenants;
- (c) Determine whether Tenant is complying with all its obligations in this Lease; or
- (d) Post written notices of nonresponsibility or similar notices.

Landlord will at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises (excluding Tenant's vaults, safes, medical records, pharmacy storage areas, and similar areas designated in writing by Tenant from time to time). Landlord will have the right to use any and all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided that Landlord will promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Article 20 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of monthly rent, additional rent, or other charges that this Lease requires Tenant to pay; provided, however, Landlord shall at all times during any entry to the Premises use commercially reasonable efforts to minimize any interference with Tenant's use and occupancy of the Premises, and further provided that Tenant shall have the right to restrict Landlord's access to patient areas (including operating and recovery rooms) as determined by Tenant to be necessary for the health and well-being of patients.

#### **ARTICLE 21. INDEMNIFICATION, WAIVER AND RELEASE**

21.1 Indemnification. Except for any injury or damage to persons or property on the Premises that is proximately caused by or results proximately from the negligence or deliberate act of Landlord, its employees, or agents, and subject to the provisions of Section 6.4, Tenant will neither hold nor attempt to hold Landlord, its employees, or agents liable for, and Tenant will indemnify and hold harmless Landlord, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) incurred in connection with or arising from:

- (a) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;



- the Premises;
- (b) any activity, work, or thing done or permitted by Tenant in or about
- this Lease; and
- (c) any breach by Tenant or its employees, agents, or contractors of
- (d) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel reasonably satisfactory to Landlord.

Subject to the provisions of Section 6.4, Landlord will neither hold nor attempt to hold Tenant, its employees or agents liable for, and Landlord will indemnify and hold harmless Tenant, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys' fees) incurred in connection with any injury or damage to persons or property on the Premises that is proximately caused by or results proximately from the negligence or deliberate act of Landlord, its employees, or agents.

21.2 Waiver and Release. Tenant, as a material part of the consideration to Landlord for this Lease, waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. Landlord, as a material part of the consideration to Tenant for this Lease, waives and releases all claims against Tenant, its employees, and agents with respect to all matters for which Tenant has disclaimed liability pursuant to the provisions of this Lease.

**ARTICLE 22.**  
[INTENTIONALLY OMITTED]

**ARTICLE 23. QUIET ENJOYMENT**

23.1 Landlord covenants and agrees with Tenant that so long as Tenant pays the rent and observes and performs all the terms, covenants, and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, and Tenant's possession will not be disturbed by anyone claiming by, through, or under Landlord.

**ARTICLE 24. EFFECT OF SALE**

24.1 A sale, conveyance, or assignment of the Premises will operate to release Landlord from liability from and after the effective date of such sale, conveyance, or assignment upon all of the covenants, terms, and conditions of this Lease, express or implied, except those liabilities that arose prior to such effective date, and, provided the transferee or assignee expressly assumes Landlord's obligations under this Lease, in writing, after the effective date of such sale, conveyance, or assignment, Tenant will look solely to Landlord's

successor in interest in and to this Lease. This Lease will not be affected by any such sale, conveyance, or assignment, and Tenant will attorn to Landlord's successor in interest to this Lease, so long as such successor in interest assumes, in writing, Landlord's obligations under the Lease from and after such effective date.

#### ARTICLE 25. DEFAULT

25.1 Events of Default. The following events are referred to, collectively, as "events of default" or individually, as an "event of default":

(a) Tenant defaults in the due and punctual payment of rent, and such default continues for ten (10) days after Tenant's receipt of written notice of such default; provided, however, Landlord shall not be required to give Tenant written notice and opportunity to cure such a default more than three (3) times within any twelve-month period;

(b) Tenant abandons the Premises;

(c) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within thirty (30) days after its levy;

(d) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(e) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;

(f) Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such 30-day period, if Tenant fails to diligently commence to cure such breach within thirty (30) days after written notice from Landlord and to complete such cure within a reasonable time thereafter; or

(g) Any license or permit necessary for the conduct of Tenant's business is revoked or suspended and not reinstated within thirty (30) days of the date of revocation or suspension.

25.2 Landlord's Remedies. If any one or more events of default set forth in Section 25.1 occurs then Landlord has the right, at its election:

(a) To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case, following appropriate judicial process, Tenant's right to possession of the Premises

will cease and this Lease will be terminated, except as to Tenant's liability, as if the expiration of the term fixed in such notice were the end of the term;

(b) By appropriate judicial process, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of monthly rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

(c) Without further demand or notice to cure any event of default and to charge Tenant for the reasonable, out of pocket cost of effecting such cure, including without limitation reasonable attorneys' fees and interest on the amount so advanced at the prime rate, provided that Landlord will have no obligation to cure any such event of default of Tenant.

Should Landlord elect to reenter as provided in subsection (b), or should Landlord otherwise take possession pursuant to appropriate judicial proceedings, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term) and on such conditions and upon such other terms (which may include concessions or free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive, the rent. Landlord will in no way be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice. In which event this Lease will terminate as specified in such notice.

25.3 Certain Damages. In the event that Landlord does not elect to terminate this Lease as permitted in Section 25.2(a), but on the contrary elects to take possession as provided in Section 25.2(b), Tenant will pay to Landlord monthly rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, and alteration and repair costs to restore the Premises to substantially the same condition as existed on the Expansion B Commencement Date. If, in connection with any reletting, the new lease term extends beyond the existing term, or the Premises covered by such new lease include other Premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting as provided in this Section will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the term of the new lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the monthly rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.

**25.4 Continuing Liability After Termination.** If this Lease is terminated on account of the occurrence of an event of default, Tenant will remain liable to Landlord for damages in an amount equal to monthly rent and other amounts that would have been owing by Tenant for the balance of the term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting, including without limitation the expenses enumerated in Section 25.3. Landlord will be entitled to collect such damages from Tenant monthly on the day on which monthly rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such monthly rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

(a) The worth at the time of award of the unpaid rent that had been earned at the time of termination;

(b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of fair market rental value of the Premises for such period;

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed by adding interest at the per annum interest rate described in Section 28.20 on the date on which this Lease is terminated from the date of termination until the time of the award. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Kansas City, Missouri, at the time of award plus one percent (1%).

**25.5 Cumulative Remedies.** Any suit or suits for the recovery of the amounts and damages set forth in Sections 25.3 and 25.4 may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the term would have expired had there occurred no event of default. Except as otherwise specifically provided in this Lease, each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Original Lease Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or after the Original Lease Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Original Lease Date existing at law or in equity or by statute or otherwise. Notwithstanding anything in this section to the contrary, Landlord will not have the right to lock Tenant out of the Premises without a court order and Landlord will not have the right to accelerate any monetary

obligations of Tenant. Except as specifically provided in this Lease, neither Tenant nor Landlord shall have any liability to the other for any special, consequential or punitive damages.

25.6 Waiver of Redemption. Tenant waives any right of redemption arising as a result of Landlord's exercise of its remedies under this Article 25.

25.7 Waiver of Notice. Intentionally deleted.

#### **ARTICLE 26. ACCORD AND SATISFACTION**

26.1 No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease shall give rise to or support or constitute an accord and satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary (whether by notation on a check or in a transmittal letter or otherwise) unless Landlord expressly agrees to an accord and satisfaction, or a compromise or other settlement, in a separate writing duly executed by Landlord. Landlord may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary. Landlord will be entitled to treat any such payment as being received on account of any item or items of Rent, interest, expense or damage due in connection herewith, in such amounts and in such order as Landlord may determine at its sole option.

#### **ARTICLE 27. LANDLORD'S LIEN**

27.1 To secure the payment of all rent due and to become due hereunder and the faithful performance of all other covenants of Tenant under this Lease, Tenant hereby grants to Landlord an express contractual lien on and security interest in all personal property, fixtures, furnishings or merchandise owned by Tenant which may be placed in the Premises, together with any insurance or other proceeds thereof. All exemption laws are hereby waived by Tenant. This lien and security interest are given in addition to, and shall be cumulative to Landlord's statutory lien(s). Upon request by Landlord, Tenant shall execute Uniform Commercial Code financing statement relating to this lien and security interest. In an event of default, Landlord shall have the right, but not the obligation, to remove such property from the Premises and to store such property in any place selected by Landlord (including, without limitation, a public warehouse), at the expense and risk of the owner(s) thereof, and/or sell or otherwise dispose of such property, with or without notice, in such manner as Landlord shall determine in its sole discretion, and Landlord further shall be entitled to become the purchaser of any such property upon offering the highest price at any sale thereof. The proceeds of any such sale shall be applied, first to the costs of such sale, second to any costs of storage and/or removal, third to the payment of any damages or other sums of money which may be due from Tenant to Landlord under any of the terms hereof or otherwise, and the balance, if any, to be paid to Tenant or whosoever shall be entitled to the same. Landlord hereby agrees to subordinate Landlord's liens and security interests to the liens and security interests granted by Tenant to any bona-fide, third party lender providing financing for the acquisition of equipment or other personal property, for working capital or otherwise in connection with Tenant's business operations at the Premises, which subordination shall, at Tenant's request, be further evidenced by a written subordination agreement in a form reasonably acceptable to Landlord and Tenant's lender.

## ARTICLE 28. MISCELLANEOUS

28.1 No Offer. This Lease is submitted to Tenant on the understanding that it will not be considered an offer and will not bind Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

28.2 No Construction Against Drafting Party. Landlord and Tenant acknowledge that each of them and their counsel have participated in the review, negotiation, and drafting of this Lease and that this Lease will not be construed against Landlord.

28.3 Time of the Essence. Time is of the essence of each and every provision of this Lease.

28.4 No Recordation. Tenant's recordation of this Lease or any memorandum or short form of it will be void and a default under this Lease.

28.5 No Waiver. The waiver by Landlord or Tenant of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by the other in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

28.6 Limitation on Recourse. Tenant specifically agrees to look solely to Landlord's interest in the Premises and all rents, issues and profits therefrom and insurance proceeds and condemnation awards received with respect thereto for the recovery of any judgments against Landlord. Landlord (and its members, venturers, and partners, and their shareholders, venturers, and partners and all of their managers, officers, directors, and employees) will not otherwise be personally liable for any such judgments.

28.7 Estoppel Certificates. At any time and from time to time but within 10 business days after prior written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that there is no event of default under this Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease, except for defaults specified in said certificate; and (e) such other factual matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Premises. Tenant's failure to deliver such a certificate within such time and the continuation of such failure for a period of 5 business days after written notice from Landlord will be conclusive evidence of the matters set forth in it.

28.8 No Merger. The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, (a) terminate all or any subleases and subtenancies or (b) operate as an assignment to Landlord of all or any subleases or subtenancies. Landlord's option under this section will be exercised by written notice to Tenant and all known sublessees or subtenants in the Premises or any part of the Premises.

28.9 Holding Over. Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the term. Unless Landlord and Tenant agree otherwise, if Tenant remains in possession of all or any part of the Premises after the expiration of the term, with the express or implied consent of Landlord; (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only, at a rental rate equivalent to 125% of the Monthly Rent and 100% of the Additional Rent payable by Tenant during the last month preceding the expiration date; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days prior written notice or the earliest date permitted by law. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

28.10 Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered, sent by facsimile with receipt acknowledged, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth in Section 1.1. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days prior written notice of such change to the other party in the manner prescribed in this section.

28.11 Severability. If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and In lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

28.12 Written Amendment Required. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lender providing financing for the Premises or any portion thereof, but no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

28.13 Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises.

28.14 Captions. The captions of the various articles and sections of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or sections.

28.15 Notice of Landlord's Default. In the event of any alleged default in any of the obligations of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have 30 days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default. A copy of such notice to Landlord will be sent to any holder of a mortgage or other encumbrance on the Premises of which Tenant has been notified in writing, and any such holder will also have the same time periods (running concurrently and not consecutively) to cure such alleged default.

28.16 Authority. Tenant and the party executing this Lease on behalf of Tenant represent and warrant to Landlord that such party is authorized to do so by requisite action of the managers and members and agree upon request to deliver to Landlord a resolution or similar document to that effect. Landlord and the party executing this Lease on behalf of Landlord represent and warrant to Tenant that such party is authorized to do so by requisite action of the managers and members and agree upon request to deliver to Tenant a resolution or similar document to that effect.

28.17 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises except the broker(s) named in Section 1.1, if any. Each of them will indemnify the other against and hold the other harmless from any claims for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to the Premises except the broker(s). Landlord will pay any fees or commissions due the broker(s).

28.18 Late Payments. In addition to the "late fee" as provided in Section 4.2 of this Lease, any rent that is not paid within 5 business days of when due will accrue interest at a late rate charge of 6% per annum plus the prime rate (but in no event in an amount in excess of the maximum rate allowed by applicable law) from the date on which it was due until the date on which it is paid in full with accrued interest.

28.19 No Easements for Air or Light. Any diminution or shutting off of light, air, or view by any structure that may be erected on lands adjacent to the Premises will in no way affect this Lease or impose any liability on Landlord.

28.20 Tax Credits. Landlord is entitled to claim all tax credits and depreciation attributable to leasehold improvements in the Premises paid for by Landlord. Promptly after Landlord's demand, Landlord and Tenant will prepare a detailed list of the leasehold improvements and fixtures and their respective costs for which Landlord or Tenant has paid. Landlord will be entitled to all credits and depreciation for those items for which Landlord has paid by means of any Tenant finish allowance or otherwise. Tenant will be entitled to any tax credits and depreciation for all items for which Tenant has paid with funds not provided by Landlord.

28.21 Landlord's and Tenant's Fees. Whenever Landlord or Tenant requests the other to take any action or give any consent required or permitted under this Lease, the requesting party will reimburse the other party for one-half of such other party's reasonable, out of pocket costs incurred in reviewing the proposed action or consent, including without limitation reasonable attorneys', engineers' or architects' fees, within 10 days after such other party's delivery to the requesting party of a statement of such costs. The requesting party will be



obligated to make such reimbursement without regard to whether the other party consents to any such proposed action.

28.22 Attorneys' Fees. If Landlord and Tenant litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigation at trial and on any appeal. If, without fault, either Landlord or Tenant is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with the litigation.

28.23 Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

28.24 Amendment and Restatement of the Leases. This Lease amends and restates the Leases in their entirety, such that the terms and provisions of the Leases shall be as set forth in this Lease.

28.25 PUD. The Premises are subject to Planned Unit Development No. 689 approved by the City of Oklahoma City on February 9, 1999, as described in the Design Statement of the Planned Unit Development of Crystal Park Plaza dated October 23, 1998, revised December 14, 1998. Landlord shall not seek any revision of or amendment to the planned unit development without the prior written consent of Tenant, which Tenant shall not unreasonably withhold or delay.

28.26 Disputes; Arbitration.

(a) Any dispute, claim, or controversy between the parties arising out of or related to this Lease involving an amount of more than \$50,000 shall be resolved through arbitration. This agreement to arbitrate shall survive the termination, expiration, or rescission of this Agreement. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be undertaken pursuant to the Federal Arbitration Act. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction. Each party shall bear his or its own costs and attorneys' fees in connection with the arbitration.

(b) The relationship created by this Lease could give rise to the need by one or more of the parties for emergency judicial relief. Any party shall be entitled to pursue remedies for emergency or preliminary injunctive relief in any court of competent jurisdiction, but immediately following the issuance or denial of any such emergency relief the party pursuing such relief will consent to the stay of such judicial proceedings on the merits pending arbitration of all underlying claims between the parties.

(c) This agreement to arbitrate shall not apply to disputes over the payment of rent.

*[signatures on following page]*

EXECUTED by Landlord and Tenant as of the day and year first above written.

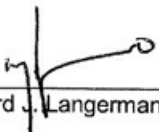
LANDLORD:

CRUSE-TWO, L.L.C., an Oklahoma limited liability company

By  \_\_\_\_\_  
Anthony L. Cruse, Manager

TENANT:

OKLAHOMA CENTER FOR ORTHOPEDIC & MULTI-SPECIALTY SURGERY, LLC, an Oklahoma limited liability company

By  \_\_\_\_\_  
Richard J. Langerman, Jr., D.O., Manager

**RATIFICATION OF LEASE GUARANTIES**

Integrus Health, Inc. ("Integrus") and United Surgical Partners International, Inc. ("USPI") guaranteed a portion of the obligations of Tenant under the Leases (as defined in the Amended and Restated Building Lease dated September 1, 2014 to which this Ratification of Lease Guaranties is attached), pursuant to the terms and conditions of separate Guaranties, each dated August 1, 2004, and amended and restated as of August 1, 2010 (each, as amended and restated, the "Integrus Guaranty" or the "USPI Guaranty," as applicable). Anthony L. Cruse, D.O. ("Cruse") also agreed to guarantee a portion of the obligations of Tenant under the Leases (the "Original Guaranty"), but such Original Guaranty was not documented. Cruse affirmed his agreement to the Original Guaranty and guaranteed a portion of the obligations of Tenant under the Leases, pursuant to a Guaranty dated as of August 1, 2010 (the "Cruse Guaranty"). The Integrus Guaranty, the USPI Guaranty, and the Cruse Guaranty are together referred to herein as the "Guaranties" and individually referred to herein as a "Guaranty".

The Leases have been amended and restated in the Amended and Restated Building Lease dated September 1, 2014 (the "Amended and Restated Lease"). By signing below, each of Integrus, USPI, and Cruse (a) ratifies and affirms such guarantor's respective Guaranty of Tenant's obligations under the Amended and Restated Lease, as such Amended and Restated Lease may be further amended, modified, or supplemented from time to time, (b) confirms that such guarantor's respective Guaranty is in full force and effect pursuant to its terms, and (c) agrees that there are no defenses or unfulfilled conditions precedent to such guarantor's obligations thereunder.

DATED effective as of September 1, 2014.

GUARANTOR: INTEGRIS HEALTH, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GUARANTOR: UNITED SURGICAL PARTNERS INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GUARANTOR:

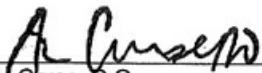
  
\_\_\_\_\_  
Anthony L. Cruse, D.O.

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lot Three (3), Block Two (2), CRYSTAL PARK PLAZA ADDITION and a part of Lot 4, Block 3, CRYSTAL PARK PLAZA SECTION 2, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plats thereof, being more particularly described as follows:

Commencing at the Southwest Corner (SW/C) of the Northeast Quarter (NE/4) of Section 33, Township 11 North, Range 3 West of the Indian Meridian; THENCE N 89°32'11" E along the South line of said Northeast Quarter (NE/4) a distance of 222.19 feet to the Southwest Corner of Lot 3, Block 2, Crystal Park Plaza Addition, said point also being the POINT OF BEGINNING:

THENCE N 00°16'26" W a distance of 307.52 feet; THENCE N 89°43'34" E a distance of 301.94 feet; THENCE N 00°16'26" W a distance of 296.12 feet; THENCE N. 89°43'34" E a distance of 78.09 feet; THENCE on a curve to the left with a radius of 280.00', a curve length of 161.85', a chord bearing of N 73°11'17" E, with a chord distance of 159.41'; THENCE on a curve to the right with a radius of 220.00', a curve length of 127.00', a chord bearing of N 73°11'13" E with a chord distance of 125.25' to the Northeast corner of Lot 3, Block 2, Crystal Park Plaza Addition; THENCE N 89°43'34" E along the North line of Lot 4, Block 3, Crystal Park Plaza, Sec. 2 Addition, a distance of 110.00 feet; THENCE S 00°16'26" E a distance of 563.58 feet; THENCE S 89°32'11" W a distance of 110.00 feet to a point on the East line of Lot 3, Block 2, Crystal Park Plaza Addition; THENCE S 00°16'26" E a distance of 563.58 feet; THENCE S 89°32'11" W a distance of 110.00 feet to a point on the East line of Lot 3, Block 2, Crystal Park Plaza Addition; THENCE S 00°16'26" E a distance of 118.69 feet; THENCE S 89°32'11" W a distance of 652.91 feet, to the POINT OF BEGINNING.

AND

A part of Lot 4, Block 3, CRYSTAL PARK PLAZA SECTION 2, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plats thereof, being more particularly described as follows:

Commencing at the Southwest Corner (SW/C) of the Northeast Quarter (NE/4) of Section 33, Township 11 North, Range 3 West of the Indian Meridian; THENCE N 89°32'11" E along the South line of said Northeast Quarter (NE/4) a distance of 222.19 feet to the Southwest Corner of Lot 3, Block 2, Crystal Park Plaza Addition; THENCE N 00°16'26" W a distance of 307.52 feet; THENCE N 89°43'34" E a distance of 301.94 feet; THENCE N 00°16'26" W a distance of 296.12 feet; THENCE N. 89°43'34" E a distance of 78.09 feet; THENCE on a curve to the left with a radius of 280.00', a curve length of 161.85', a chord bearing of N 73°11'17" E, with a chord distance of 159.41'; THENCE on a curve to the right with a radius of 220.00', a curve length of 127.00', a chord bearing of N 73°11'13" E with a chord distance of 125.25' to the Northeast corner of Lot 3, Block 2, Crystal Park Plaza Addition; THENCE N 89°43'34" E along the North line of Lot 4, Block 3, Crystal Park Plaza, Sec. 2 Addition, a distance of 75 feet TO THE POINT OR PLACE OF BEGINNING;

THENCE continuing N°89 43'34" E along the North line of Lot 4, Block 3, Crystal Park Plaza, Section 2 Addition a distance of 35.00 feet; THENCE S°0016'26" E a distance of 563.58 feet; THENCE S 89°32'11" W a distance of 35.00 feet; THENCE N 00°16'26" W a distance of 563.58 feet to the POINT OF BEGINNING.

EXHIBIT B

CONSTRUCTION DOCUMENTS FOR EXPANSION B IMPROVEMENTS

Architectural Drawings prepared by Costigan & Associates, Inc. (Issue Date: June 29, 2012;  
Revision No. One: September 12, 2012):

A1.1	Proposed Site Plan
A2.1	Life Safety Plan
A2.2	Proposed Floor Plan
A2.2EQ	Proposed Equipment Plan
A2.2RC	Reflected Ceiling Plan
A2.2FS	Proposed Finish Plan
A2.3	Proposed Floor Plan
A2.3EQ	Proposed Equipment Plan
A2.3RC	Reflected Ceiling Plan
A2.3FS	Proposed Finish Plan
A2.4	Existing Floor Plan
A2.5	Demolition Floor Plan
A2.6	Proposed Roof Plan
A2.7	Proposed Roof Plan
A3.1	Partition Types
A4.1	Building Elevations
A5.1	Millwork Elevations
A5.2	Millwork Details
A6.1	Wall Sections
A6.2	Wall Sections
A6.3	Wall Sections
A6.4	Wall Sections
A6.5	Wall Sections
A6.6	Wall Sections
A7.1	Door & Frame Types
A8.1	ANSI/ADA Standards

EXHIBIT C  
MONTHLY RENT SCHEDULE  
[ATTACHED]

## EXHIBIT D

### DETERMINATION OF MARKET RATE FOR RENEWAL OPTIONS

1. For purposes of the Renewal Options, "Market Rate" means the annual rent per square foot of the space in question as of the commencement of the term that a willing tenant would pay, and a willing landlord would accept, in arms-length bona fide negotiations, if the space were leased for a period equal to the proposed term on the terms and conditions of the Leases.
2. Whenever Market Rate is to be determined under the Lease, Landlord will give Tenant notice ("Landlord's Rate Notice") of Landlord's determination of the Market Rate and the basis on which Landlord has made its determination. If Tenant does not agree with Landlord's determination of the Market Rate, Tenant will give Landlord written notice within 15 days of receipt of Landlord's Rate Notice, stating the amount which Tenant believes Market Rate should be and the basis for such belief. If Tenant fails to timely give such notice of disagreement, the Market Rate will be the amount set out in Landlord's Rate Notice. If Tenant gives Landlord such notice of disagreement, Landlord and Tenant will endeavor in good faith to agree on the Market Rate.
3. If Landlord and Tenant have not agreed as to the Market Rate within 30 days of Tenant's notice, the Market Rate will be determined by a panel of experts using the following procedures:
  - i. Landlord will appoint an expert by written notice to Tenant. Within 15 days after receipt of written notice of Landlord's appointment of an expert, Tenant will by notice to Landlord appoint a second expert. Within 15 days after appointment of the second expert, the two experts will appoint a third expert.
  - ii. If the second expert is not duly appointed by Tenant within the specified period, the report of the first expert will be conclusive upon Landlord and Tenant.
  - iii. All experts appointed under this provision will be appraisers or brokers with more than 10 years' experience in commercial real estate in the metropolitan area in which the Premises are located and with no direct or indirect financial or other business interest in or in common with Landlord or Tenant or any affiliate of either. Landlord and Tenant will each pay the fees charged by the expert appointed by it and will each pay one-half the fee charged by the third expert.
  - iv. As expeditiously as possible after appointment of the third expert, the panel of experts will execute in duplicate a report stating the Market Rate. The report of the experts or, if the experts cannot agree, the report of the majority of the experts will be deemed to be the Market Rate. If the determinations of all three experts differ in amount, the Market Rate will be deemed to be:
    1. the average of the three determinations if neither the highest nor the lowest differs from the middle determination by more than 10%,
    2. the average of the middle determination and the determination nearest in amount to the middle determination if either the highest or the lowest determination, but not both, differs from the middle determination by more than 10%, or
    3. determined by a new panel of experts appointed and functioning in the same manner if both the highest and lowest determinations differ from the middle determination by more than 10%.

OCOMS  
Capital Building Lease

Month Ending	Capital Lease Broken Out			Hospital		Total
	Hospital	PT	Hospital Expansion A	Expansion B		
Sep-14	73,684.21	39,673.26	23,749.45	47,807.64	184,914.56	
Oct-14	73,684.21	39,673.26	23,749.45	47,807.64	184,914.56	
Nov-14	73,684.21	39,673.26	23,749.45	47,807.64	184,914.56	
Dec-14	73,684.21	39,673.26	23,749.45	47,807.64	184,914.56	
Jan-15	73,684.21	39,673.26	23,749.45	47,807.64	184,914.56	
Feb-15	73,684.21	39,673.26	23,749.45	47,807.64	184,914.56	
Mar-15	74,421.05	40,070.00	23,749.45	47,807.64	186,048.14	
Apr-15	74,421.05	40,070.00	23,749.45	47,807.64	186,048.14	
May-15	74,421.05	40,070.00	23,749.45	47,807.64	186,048.14	
Jun-15	74,421.05	40,070.00	23,749.45	47,807.64	186,048.14	
Jul-15	74,421.05	40,070.00	23,749.45	47,807.64	186,048.14	
Aug-15	74,421.05	40,069.99	24,224.44	47,807.64	186,523.12	
Sep-15	74,421.05	40,069.99	24,224.44	48,763.79	187,479.28	
Oct-15	74,421.05	40,069.99	24,224.44	48,763.79	187,479.28	
Nov-15	74,421.05	40,069.99	24,224.44	48,763.79	187,479.28	
Dec-15	74,421.05	40,069.99	24,224.44	48,763.79	187,479.28	
Jan-16	74,421.05	40,069.99	24,224.44	48,763.79	187,479.28	
Feb-16	74,421.05	40,069.99	24,224.44	48,763.79	187,479.28	
Mar-16	75,165.26	40,470.69	24,224.44	48,763.79	188,624.19	
Apr-16	75,165.26	40,470.69	24,224.44	48,763.79	188,624.19	
May-16	75,165.26	40,470.69	24,224.44	48,763.79	188,624.19	
Jun-16	75,165.26	40,470.69	24,224.44	48,763.79	188,624.19	
Jul-16	75,165.26	40,470.69	24,224.44	48,763.79	188,624.19	
Aug-16	75,165.26	40,470.69	24,708.93	48,763.79	189,108.68	
Sep-16	75,165.26	40,470.69	24,708.93	49,739.07	190,083.95	
Oct-16	75,165.26	40,470.69	24,708.93	49,739.07	190,083.95	
Nov-16	75,165.26	40,470.69	24,708.93	49,739.07	190,083.95	
Dec-16	75,165.26	40,470.69	24,708.93	49,739.07	190,083.95	
Jan-17	75,165.26	40,470.69	24,708.93	49,739.07	190,083.95	
Feb-17	75,165.26	40,470.69	24,708.93	49,739.07	190,083.95	
Mar-17	75,916.91	40,875.40	24,708.93	49,739.07	191,240.31	
Apr-17	75,916.91	40,875.40	24,708.93	49,739.07	191,240.31	
May-17	75,916.91	40,875.40	24,708.93	49,739.07	191,240.31	
Jun-17	75,916.91	40,875.40	24,708.93	49,739.07	191,240.31	
Jul-17	75,916.91	40,875.40	24,708.93	49,739.07	191,240.31	
Aug-17	75,916.91	40,875.40	25,203.11	49,739.07	191,734.49	
Sep-17	75,916.91	40,875.40	25,203.11	50,733.85	192,729.27	
Oct-17	75,916.91	40,875.40	25,203.11	50,733.85	192,729.27	
Nov-17	75,916.91	40,875.40	25,203.11	50,733.85	192,729.27	
Dec-17	75,916.91	40,875.40	25,203.11	50,733.85	192,729.27	
Jan-18	75,916.91	40,875.40	25,203.11	50,733.85	192,729.27	
Feb-18	75,916.91	40,875.40	25,203.11	50,733.85	192,729.27	
Mar-18	76,676.08	41,284.15	25,203.11	50,733.85	193,897.19	
Apr-18	76,676.08	41,284.15	25,203.11	50,733.85	193,897.19	
May-18	76,676.08	41,284.15	25,203.11	50,733.85	193,897.19	
Jun-18	76,676.08	41,284.15	25,203.11	50,733.85	193,897.19	
Jul-18	76,676.08	41,284.15	25,203.11	50,733.85	193,897.19	
Aug-18	76,676.08	41,284.16	25,707.17	50,733.85	194,401.26	
Sep-18	76,676.08	41,284.16	25,707.17	51,748.53	195,415.93	
Oct-18	76,676.08	41,284.16	25,707.17	51,748.53	195,415.93	



Nov-18	76,676.08	41,284.16	25,707.17	51,748.53	<b>195,415.93</b>
Dec-18	76,676.08	41,284.16	25,707.17	51,748.53	<b>195,415.93</b>
Jan-19	76,676.08	41,284.16	25,707.17	51,748.53	<b>195,415.93</b>
Feb-19	76,676.08	41,284.16	25,707.17	51,748.53	<b>195,415.93</b>
Mar-19	77,442.84	41,697.00	25,707.17	51,748.53	<b>196,595.54</b>
Apr-19	77,442.84	41,697.00	25,707.17	51,748.53	<b>196,595.54</b>
May-19	77,442.84	41,697.00	25,707.17	51,748.53	<b>196,595.54</b>
Jun-19	77,442.84	41,697.00	25,707.17	51,748.53	<b>196,595.54</b>
Jul-19	77,442.84	41,697.00	25,707.17	51,748.53	<b>196,595.54</b>
Aug-19	77,442.84	41,697.00	26,221.31	51,748.53	<b>197,109.68</b>
Sep-19	77,442.84	41,697.00	26,221.31	52,783.50	<b>198,144.65</b>
Oct-19	77,442.84	41,697.00	26,221.31	52,783.50	<b>198,144.65</b>
Nov-19	77,442.84	41,697.00	26,221.31	52,783.50	<b>198,144.65</b>
Dec-19	77,442.84	41,697.00	26,221.31	52,783.50	<b>198,144.65</b>
Jan-20	77,442.84	41,697.00	26,221.31	52,783.50	<b>198,144.65</b>
Feb-20	77,442.84	41,697.00	26,221.31	52,783.50	<b>198,144.65</b>
Mar-20	78,217.27	42,113.97	26,221.31	52,783.50	<b>199,336.05</b>
Apr-20	78,217.27	42,113.97	26,221.31	52,783.50	<b>199,336.05</b>
May-20	78,217.27	42,113.97	26,221.31	52,783.50	<b>199,336.05</b>
Jun-20	78,217.27	42,113.97	26,221.31	52,783.50	<b>199,336.05</b>
Jul-20	78,217.27	42,113.97	26,221.31	52,783.50	<b>199,336.05</b>
Aug-20	78,217.27	42,113.97	26,745.74	52,783.50	<b>199,860.47</b>
Sep-20	78,217.27	42,113.97	26,745.74	53,839.17	<b>200,916.14</b>
Oct-20	78,217.27	42,113.97	26,745.74	53,839.17	<b>200,916.14</b>
Nov-20	78,217.27	42,113.97	26,745.74	53,839.17	<b>200,916.14</b>
Dec-20	78,217.27	42,113.97	26,745.74	53,839.17	<b>200,916.14</b>
Jan-21	78,217.27	42,113.97	26,745.74	53,839.17	<b>200,916.14</b>
Feb-21	78,217.27	42,113.97	26,745.74	53,839.17	<b>200,916.14</b>
Mar-21	78,999.44	42,535.11	26,745.74	53,839.17	<b>202,119.46</b>
Apr-21	78,999.44	42,535.11	26,745.74	53,839.17	<b>202,119.46</b>
May-21	78,999.44	42,535.11	26,745.74	53,839.17	<b>202,119.46</b>
Jun-21	78,999.44	42,535.11	26,745.74	53,839.17	<b>202,119.46</b>
Jul-21	78,999.44	42,535.11	26,745.74	53,839.17	<b>202,119.46</b>
Aug-21	78,999.44	42,535.11	27,280.65	53,839.17	<b>202,654.37</b>
Sep-21	78,999.44	42,535.11	27,280.65	54,915.95	<b>203,731.16</b>
Oct-21	78,999.44	42,535.11	27,280.65	54,915.95	<b>203,731.16</b>
Nov-21	78,999.44	42,535.11	27,280.65	54,915.95	<b>203,731.16</b>
Dec-21	78,999.44	42,535.11	27,280.65	54,915.95	<b>203,731.16</b>
Jan-22	78,999.44	42,535.11	27,280.65	54,915.95	<b>203,731.16</b>
Feb-22	78,999.44	42,535.11	27,280.65	54,915.95	<b>203,731.16</b>
Mar-22	130,106.42	67,261.92	27,280.65	54,915.95	<b>279,564.94</b>
Apr-22	130,106.42	67,261.92	27,280.65	54,915.95	<b>279,564.94</b>
May-22	130,106.42	67,261.92	27,280.65	54,915.95	<b>279,564.94</b>
Jun-22	130,106.42	67,261.92	27,280.65	54,915.95	<b>279,564.94</b>
Jul-22	130,106.42	67,261.92	27,280.65	54,915.95	<b>279,564.94</b>
Aug-22	130,106.42	67,261.92	27,826.26	54,915.95	<b>280,110.55</b>
Sep-22	130,106.42	67,261.92	27,826.26	56,014.27	<b>281,208.87</b>
Oct-22	130,106.42	67,261.92	27,826.26	56,014.27	<b>281,208.87</b>
Nov-22	130,106.42	67,261.92	27,826.26	56,014.27	<b>281,208.87</b>
Dec-22	130,106.42	67,261.92	27,826.26	56,014.27	<b>281,208.87</b>
Jan-23	130,106.42	67,261.92	27,826.26	56,014.27	<b>281,208.87</b>
Feb-23	130,106.42	67,261.92	27,826.26	56,014.27	<b>281,208.87</b>
Mar-23	132,708.55	68,607.16	27,826.26	56,014.27	<b>285,156.24</b>
Apr-23	132,708.55	68,607.16	27,826.26	56,014.27	<b>285,156.24</b>
May-23	132,708.55	68,607.16	27,826.26	56,014.27	<b>285,156.24</b>

Jun-23	132,708.55	68,607.16	27,826.26	56,014.27	<b>285,156.24</b>
Jul-23	132,708.55	68,607.16	27,826.26	56,014.27	<b>285,156.24</b>
Aug-23	132,708.55	68,607.16	28,382.79	56,014.27	<b>285,712.77</b>
Sep-23	132,708.55	68,607.16	28,382.79	57,134.56	<b>286,833.05</b>
Oct-23	132,708.55	68,607.16	28,382.79	57,134.56	<b>286,833.05</b>
Nov-23	132,708.55	68,607.16	28,382.79	57,134.56	<b>286,833.05</b>
Dec-23	132,708.55	68,607.16	28,382.79	57,134.56	<b>286,833.05</b>
Jan-24	132,708.55	68,607.16	28,382.79	57,134.56	<b>286,833.05</b>
Feb-24	132,708.55	68,607.16	28,382.79	57,134.56	<b>286,833.05</b>
Mar-24	135,362.72	69,979.30	28,382.79	57,134.56	<b>290,859.37</b>
Apr-24	135,362.72	69,979.30	28,382.79	57,134.56	<b>290,859.37</b>
May-24	135,362.72	69,979.30	28,382.79	57,134.56	<b>290,859.37</b>
Jun-24	135,362.72	69,979.30	28,382.79	57,134.56	<b>290,859.37</b>
Jul-24	135,362.72	69,979.30	28,382.79	57,134.56	<b>290,859.37</b>
Aug-24	135,362.72	69,979.30	28,950.45	57,134.56	<b>291,427.03</b>
Sep-24	135,362.72	69,979.30	28,950.45	58,277.25	<b>292,569.72</b>
Oct-24	135,362.72	69,979.30	28,950.45	58,277.25	<b>292,569.72</b>
Nov-24	135,362.72	69,979.30	28,950.45	58,277.25	<b>292,569.72</b>
Dec-24	135,362.72	69,979.30	28,950.45	58,277.25	<b>292,569.72</b>
Jan-25	135,362.72	69,979.30	28,950.45	58,277.25	<b>292,569.72</b>
Feb-25	135,362.72	69,979.30	28,950.45	58,277.25	<b>292,569.72</b>
Mar-25	138,069.97	71,378.89	28,950.45	58,277.25	<b>296,676.56</b>
Apr-25	138,069.97	71,378.89	28,950.45	58,277.25	<b>296,676.56</b>
May-25	138,069.97	71,378.89	28,950.45	58,277.25	<b>296,676.56</b>
Jun-25	138,069.97	71,378.89	28,950.45	58,277.25	<b>296,676.56</b>
Jul-25	138,069.97	71,378.89	28,950.45	58,277.25	<b>296,676.56</b>
Aug-25	138,069.97	71,378.89	29,529.46	58,277.25	<b>297,255.57</b>
Sep-25	138,069.97	71,378.89	29,529.46	59,442.79	<b>298,421.11</b>
Oct-25	138,069.97	71,378.89	29,529.46	59,442.79	<b>298,421.11</b>
Nov-25	138,069.97	71,378.89	29,529.46	59,442.79	<b>298,421.11</b>
Dec-25	138,069.97	71,378.89	29,529.46	59,442.79	<b>298,421.11</b>
Jan-26	138,069.97	71,378.89	29,529.46	59,442.79	<b>298,421.11</b>
Feb-26	138,069.97	71,378.89	29,529.46	59,442.79	<b>298,421.11</b>
Mar-26	140,831.37	72,806.47	29,529.46	59,442.79	<b>302,610.09</b>
Apr-26	140,831.37	72,806.47	29,529.46	59,442.79	<b>302,610.09</b>
May-26	140,831.37	72,806.47	29,529.46	59,442.79	<b>302,610.09</b>
Jun-26	140,831.37	72,806.47	29,529.46	59,442.79	<b>302,610.09</b>
Jul-26	140,831.37	72,806.47	29,529.46	59,442.79	<b>302,610.09</b>
Aug-26	140,831.37	72,806.47	30,120.05	59,442.79	<b>303,200.68</b>
Sep-26	140,831.37	72,806.47	30,120.05	60,631.65	<b>304,389.54</b>
Oct-26	140,831.37	72,806.47	30,120.05	60,631.65	<b>304,389.54</b>
Nov-26	140,831.37	72,806.47	30,120.05	60,631.65	<b>304,389.54</b>
Dec-26	140,831.37	72,806.47	30,120.05	60,631.65	<b>304,389.54</b>
Jan-27	140,831.37	72,806.47	30,120.05	60,631.65	<b>304,389.54</b>
Feb-27	140,831.37	72,806.47	30,120.05	60,631.65	<b>304,389.54</b>
Mar-27	143,648.00	74,262.59	30,120.05	60,631.65	<b>308,662.29</b>
Apr-27	143,648.00	74,262.59	30,120.05	60,631.65	<b>308,662.29</b>
May-27	143,648.00	74,262.59	30,120.05	60,631.65	<b>308,662.29</b>
Jun-27	143,648.00	74,262.59	30,120.05	60,631.65	<b>308,662.29</b>
Jul-27	143,648.00	74,262.59	30,120.05	60,631.65	<b>308,662.29</b>
Aug-27	143,648.00	74,262.59	30,722.45	60,631.65	<b>309,264.69</b>
Sep-27	143,648.00	74,262.59	30,722.45	61,844.28	<b>310,477.33</b>
Oct-27	143,648.00	74,262.59	30,722.45	61,844.28	<b>310,477.33</b>
Nov-27	143,648.00	74,262.59	30,722.45	61,844.28	<b>310,477.33</b>
Dec-27	143,648.00	74,262.59	30,722.45	61,844.28	<b>310,477.33</b>

Jan-28	143,648.00	74,262.59	30,722.45	61,844.28	310,477.33
Feb-28	143,648.00	74,262.59	30,722.45	61,844.28	310,477.33
Mar-28	146,520.96	75,747.85	30,722.45	61,844.28	314,835.54
Apr-28	146,520.96	75,747.85	30,722.45	61,844.28	314,835.54
May-28	146,520.96	75,747.85	30,722.45	61,844.28	314,835.54
Jun-28	146,520.96	75,747.85	30,722.45	61,844.28	314,835.54
Jul-28	146,520.96	75,747.85	30,722.45	61,844.28	314,835.54
Aug-28	146,520.96	75,747.85	31,336.90	61,844.28	315,449.99
Sep-28	146,520.96	75,747.85	31,336.90	63,081.17	316,686.87
Oct-28	146,520.96	75,747.85	31,336.90	63,081.17	316,686.87
Nov-28	146,520.96	75,747.85	31,336.90	63,081.17	316,686.87
Dec-28	146,520.96	75,747.85	31,336.90	63,081.17	316,686.87
Jan-29	146,520.96	75,747.85	31,336.90	63,081.17	316,686.87
Feb-29	146,520.96	75,747.85	31,336.90	63,081.17	316,686.87
Mar-29	149,451.38	77,262.80	31,336.90	63,081.17	321,132.25
Apr-29	149,451.38	77,262.80	31,336.90	63,081.17	321,132.25
May-29	149,451.38	77,262.80	31,336.90	63,081.17	321,132.25
Jun-29	149,451.38	77,262.80	31,336.90	63,081.17	321,132.25
Jul-29	149,451.38	77,262.80	31,336.90	63,081.17	321,132.25
Aug-29	149,451.38	77,262.80	31,963.64	63,081.17	321,758.99
Sep-29	149,451.38	77,262.80	31,963.64	64,342.79	323,020.61
Oct-29	149,451.38	77,262.80	31,963.64	64,342.79	323,020.61
Nov-29	149,451.38	77,262.80	31,963.64	64,342.79	323,020.61
Dec-29	149,451.38	77,262.80	31,963.64	64,342.79	323,020.61
Jan-30	149,451.38	77,262.80	31,963.64	64,342.79	323,020.61
Feb-30	149,451.38	77,262.80	31,963.64	64,342.79	323,020.61
Mar-30	152,440.41	78,808.06	31,963.64	64,342.79	327,554.90
Apr-30	152,440.41	78,808.06	31,963.64	64,342.79	327,554.90
May-30	152,440.41	78,808.06	31,963.64	64,342.79	327,554.90
Jun-30	152,440.41	78,808.06	31,963.64	64,342.79	327,554.90
Jul-30	152,440.41	78,808.06	31,963.64	64,342.79	327,554.90
Aug-30	152,440.41	78,808.06	32,602.91	64,342.79	328,194.17
Sep-30	152,440.41	78,808.06	32,602.91	65,629.64	329,481.02
Oct-30	152,440.41	78,808.06	32,602.91	65,629.64	329,481.02
Nov-30	152,440.41	78,808.06	32,602.91	65,629.64	329,481.02
Dec-30	152,440.41	78,808.06	32,602.91	65,629.64	329,481.02
Jan-31	152,440.41	78,808.06	32,602.91	65,629.64	329,481.02
Feb-31	152,440.41	78,808.06	32,602.91	65,629.64	329,481.02
Mar-31	155,489.22	80,384.22	32,602.91	65,629.64	334,105.99
Apr-31	155,489.22	80,384.22	32,602.91	65,629.64	334,105.99
May-31	155,489.22	80,384.22	32,602.91	65,629.64	334,105.99
Jun-31	155,489.22	80,384.22	32,602.91	65,629.64	334,105.99
Jul-31	155,489.22	80,384.22	32,602.91	65,629.64	334,105.99
Aug-31	155,489.22	80,384.22	33,254.97	65,629.64	334,758.05
Sep-31	155,489.22	80,384.22	33,254.97	66,942.24	336,070.65
Oct-31	155,489.22	80,384.22	33,254.97	66,942.24	336,070.65
Nov-31	155,489.22	80,384.22	33,254.97	66,942.24	336,070.65
Dec-31	155,489.22	80,384.22	33,254.97	66,942.24	336,070.65
Jan-32	155,489.22	80,384.22	33,254.97	66,942.24	336,070.65
Feb-32	155,489.22	80,384.22	33,254.97	66,942.24	336,070.65
Mar-32	158,599.00	81,991.91	33,254.97	66,942.24	340,788.11
Apr-32	158,599.00	81,991.91	33,254.97	66,942.24	340,788.11
May-32	158,599.00	81,991.91	33,254.97	66,942.24	340,788.11
Jun-32	158,599.00	81,991.91	33,254.97	66,942.24	340,788.11
Jul-32	158,599.00	81,991.91	33,254.97	66,942.24	340,788.11

Aug-32	158,599.00	81,991.91	33,920.07	66,942.24	<b>341,453.21</b>
Sep-32	158,599.00	81,991.91	33,920.07	68,281.08	<b>342,792.06</b>
Oct-32	158,599.00	81,991.91	33,920.07	68,281.08	<b>342,792.06</b>
Nov-32	158,599.00	81,991.91	33,920.07	68,281.08	<b>342,792.06</b>
Dec-32	158,599.00	81,991.91	33,920.07	68,281.08	<b>342,792.06</b>
Jan-33	158,599.00	81,991.91	33,920.07	68,281.08	<b>342,792.06</b>
Feb-33	158,599.00	81,991.91	33,920.07	68,281.08	<b>342,792.06</b>
Mar-33	161,770.98	83,631.74	33,920.07	68,281.08	<b>347,603.88</b>
Apr-33	161,770.98	83,631.74	33,920.07	68,281.08	<b>347,603.88</b>
May-33	161,770.98	83,631.74	33,920.07	68,281.08	<b>347,603.88</b>
Jun-33	161,770.98	83,631.74	33,920.07	68,281.08	<b>347,603.88</b>
Jul-33	161,770.98	83,631.74	33,920.07	68,281.08	<b>347,603.88</b>
Aug-33	161,770.98	83,631.74	34,598.47	68,281.08	<b>348,282.28</b>
Sep-33	161,770.98	83,631.74	34,598.47	69,646.70	<b>349,647.90</b>
Oct-33	161,770.98	83,631.74	34,598.47	69,646.70	<b>349,647.90</b>
Nov-33	161,770.98	83,631.74	34,598.47	69,646.70	<b>349,647.90</b>
Dec-33	161,770.98	83,631.74	34,598.47	69,646.70	<b>349,647.90</b>
Jan-34	161,770.98	83,631.74	34,598.47	69,646.70	<b>349,647.90</b>
Feb-34	161,770.98	83,631.74	34,598.47	69,646.70	<b>349,647.90</b>
Mar-34	165,006.40	85,304.38	34,598.47	69,646.70	<b>354,555.95</b>
Apr-34	165,006.40	85,304.38	34,598.47	69,646.70	<b>354,555.95</b>
May-34	165,006.40	85,304.38	34,598.47	69,646.70	<b>354,555.95</b>
Jun-34	165,006.40	85,304.38	34,598.47	69,646.70	<b>354,555.95</b>
Jul-34	165,006.40	85,304.38	34,598.47	69,646.70	<b>354,555.95</b>
Aug-34	165,006.40	85,304.38	35,290.44	69,646.70	<b>355,247.92</b>

Yearly Total		
2014	739,658.24	<i>Sept - December</i>
2015	2,049,030.75	
2016	2,267,523.97	
2017	2,299,021.04	
2018	2,331,009.51	
2019	2,363,497.83	
2020	2,396,494.59	
2021	2,430,008.57	
2022	3,210,233.04	**
2023	3,421,243.90	
2024	3,489,668.83	
2025	3,559,462.24	
2026	3,630,651.50	
2027	3,703,264.53	
2028	3,777,329.82	
2029	3,852,876.43	
2030	3,929,933.97	
2031	4,008,532.65	
2032	4,088,703.31	
2033	4,170,477.37	
2034	2,827,323.49	<i>through August 2034</i>

LEASE AGREEMENT

BETWEEN

TC CONCORD PLACE I, INC.

AS LANDLORD,

AND

SPECIALISTS SURGERY CENTER, L

AS TENANT

DATED: August 28, 2006

5925 NW 139<sup>th</sup> Street  
Oklahoma City, Oklahoma

*Give  
Dr. Cruise &  
Heather  
a copy  
5/20/06*

GenTeal

### BASIC LEASE INFORMATION

Lease Date: August \_\_, 2006

Landlord: TC Concord Place I, Inc., a Delaware corporation

Tenant: Specialists Surgery Center, L.L.C., an Oklahoma limited liability company

Premises: That certain one-story building containing approximately <sup>10,908</sup>10,000 rentable square feet (the "**Building**") to be constructed as outlined on the site plan attached to the Lease as Exhibit A. The land on which the Building is located (the "**Land**") is described on Exhibit B. The term "**Premises**" shall collectively refer to the Building, the Land and the driveways, parking facilities and roadways associated with the Building and similar improvements and easements associated with the foregoing or the operation thereof.

Term: Approximately <sup>15 yrs.</sup>180 months, commencing on the Commencement Date and ending at 5:00 p.m. local time on the last day of the 180<sup>th</sup> full calendar month following the Commencement Date, subject to adjustment and earlier termination as provided in the Lease. Subject and pursuant to the terms and conditions of Exhibit G hereto, Tenant may renew the Lease for two additional periods of five years each. Unless the context otherwise requires, references to the Term include any validly exercised renewal period.

Commencement Date: The earliest of (a) the date on which Tenant occupies any portion of the Premises and has completed its first surgical case therein, (b) the later of (i) thirty (30) days after the date on which the Work (as defined in Section 1 of Exhibit D hereto) in the Premises is Substantially Completed (as defined in Section 11 of Exhibit D hereto) or (ii) if and only if a permanent certificate of occupancy is required for Tenant's state licensure to perform surgical cases, Landlord's receipt of a permanent certificate of occupancy (or local equivalent) for the Premises, or (c) thirty (30) days after the date on which the Work in the Premises would have been Substantially Completed but for the occurrence of any Tenant Delay Days (as defined in Section 11 of Exhibit D hereto).

**Basic Rent:** The Base Rent for the first 12 Lease Months shall be the product obtained by multiplying the Rent Yield Rate by the Actual Project Costs, all as more particularly provided in Section 4(b) of the Lease. The Base Rent shall be subject to increase to reflect changes in the cost of living, effective for the 13<sup>th</sup> Lease Month and every 12<sup>th</sup> Lease Month thereafter, as more particularly provided in Section 4(c) of the Lease. Until the Base Rent has been determined pursuant to Section 4(b), Tenant shall make monthly payments on account of Base Rent in the amount of \$29,269.80, subject to reconciliation once Base Rent is determined. Once Base Rent is determined, Landlord and Tenant shall amend the Lease to confirm the amount thereof payable for the first 12 Lease Months of the Term.

As used herein, the term "Lease Month" means each calendar month during the Term (and if the Commencement Date does not occur on the first day of a calendar month, the period from the Commencement Date to the first day of the next calendar month shall be included in the first Lease Month for purposes of determining the duration of the Term and the monthly Basic Rent rate applicable for such partial month).

**Rent:** Basic Rent and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease.

**Permitted Use:** The operation of an outpatient surgical center or any other use in which health care services are provided to the public (thus excluding as the primary use thereof general office, retail, distribution and warehouse use) and for such other uses as may be necessary in connection with or incidental to such uses, including medical office use so long as a substantial portion of the Premises (i.e., more than 50% of the Premises) is not devoted to medical office use.

**Tenant's Address:**

<u>For all Notices:</u>	<u>with a copy to:</u>
c/o United Surgical Partners International, Inc.	Powell & Coleman, L.L.P.
15305 Dallas Parkway,	8080 North Central Expressway
Suite 1600, LB 28	Suite 1380
Addison, TX 75001	Dallas, TX 75206
Attn: General Counsel	Attn: Patrick M. Arnold, Esq.
Tel: 972-713-3500	Tel: 214-890-7108
Fax: 972-267-0084	Fax: 214-890-7101



Landlord's  
Address:

For all Notices:  
TC Concord Place I, Inc.  
c/o Trammell Crow Company  
1900 Northwest Expressway  
Suite 601  
Oklahoma City, OK 73118  
Attn: Shaun Frankfurt  
Tel: 405-858-4000  
Fax: 405-858-4033

With a copy to:  
Drinker Biddle & Reath LLP  
1000 Westlakes Drive  
Suite 300  
Berwyn, PA 19312  
Attn: Ralph Rodak  
Tel: 610-993-1238  
Fax: 610-993-8585

Landlord's  
Mortgagee as of the  
Lease Date:

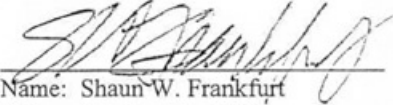
For Notices Required per Section 13(c):

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

**LANDLORD:**

TC CONCORD PLACE I, INC.,  
a Delaware corporation

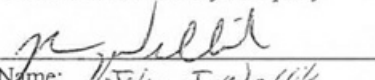
By:

  
Name: Shaun W. Frankfurt  
Title: President & CEO

**TENANT:**

SPECIALISTS SURGERY CENTER, L.L.C.,  
an Oklahoma limited liability company

By:

  
Name: John J. Wellik  
Title:

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## LEASE

This Lease Agreement (this "Lease") is entered into as of August <sup>19</sup> 2006, between TC CONCORD PLACE I, INC., a Delaware corporation ("Landlord"), and SPECIALISTS SURGERY CENTER, L.L.C., an Oklahoma limited liability company ("Tenant").

1. **Definitions and Basic Provisions.** The definitions and basic provisions set forth in the Basic Lease Information (the "Basic Lease Information") executed by Landlord and Tenant contemporaneously herewith are incorporated herein by reference for all purposes. Additionally, the following terms shall have the following meanings when used in this Lease: "Affiliate" means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question; "Building's Structure" means the Building's exterior walls, roof, elevator shafts, footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural columns and beams; "Building's Systems" means the Building's HVAC, life-safety, plumbing, electrical, and mechanical systems; "including" means including, without limitation; "Laws" means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders, and all interpretations of the foregoing, and all restrictive covenants affecting the Premises, and "Law" means any of the foregoing; and "Tenant Party" means any of the following persons: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, licensees, guests and invitees.

2. **Lease Grant: Construction.** Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises. Subject to the terms of Exhibit D hereto, Landlord shall use its commercially reasonable and diligent efforts to cause the Contractor (as defined in Section 7 of Exhibit D) to complete the construction and installation of the Improvements (as defined in Exhibit D) in accordance with the terms of this Lease.

3. **Tender of Possession.** Landlord and Tenant presently anticipate that possession of the Premises will be tendered to Tenant in the condition required by this Lease on or about August 1, 2007 (the "Estimated Delivery Date"). If Landlord is unable to tender possession of the Premises in such condition to Tenant by the Estimated Delivery Date, then (a) the validity of this Lease shall not be affected or impaired thereby, (b) Landlord shall not be in default hereunder or be liable for damages therefor, and (c) Tenant shall accept possession of the Premises when Landlord tenders possession thereof to Tenant. Notwithstanding the foregoing, if the Work in the Premises is not Substantially Completed by the Liquidated Damages Date, Tenant may offset from its Basic Rent obligations first accruing following the Commencement Date, liquidated damages equal to \$750.00 per day for each day thereafter and ending on the day Landlord tenders possession of the Premises (with the Work to be performed by Landlord therein Substantially Completed). If the Work in the Premises is not Substantially Completed by the Completion Termination Date, Tenant may terminate this Lease by delivering to Landlord written notice thereof at any time before the earlier of (1) 30 days following the Completion Termination Date or (2) the date on which the Work in the Premises is Substantially Completed.

Time is of the essence for the delivery of Tenant's termination notice under this Section 3; accordingly, if Tenant fails timely to deliver any such notice, Tenant's right to terminate this Lease under this Section 3 shall expire. The abatement and termination rights afforded to Tenant under this Section 3 shall be Tenant's sole remedy for Landlord's failure to timely Substantially Complete the Work. As used herein, "**Liquidated Damages Date**" means 30 days after the Estimated Delivery Date, plus the number of Tenant Delay Days and the number of Force Majeure Delay Days (as defined in Section 11(c) of Exhibit D), and "**Completion Termination Date**" means 150 days after the Estimated Delivery Date, plus the number of Tenant Delay Days and the number of Force Majeure Delay Days. By occupying the Premises, Tenant shall be deemed to have accepted the Premises in their condition as of the date of such occupancy, subject to the performance of punch-list items that remain to be performed by Landlord, if any. Prior to occupying the Premises, Tenant shall execute and deliver to Landlord a letter substantially in the form of Exhibit E hereto confirming (A) the Commencement Date and the expiration date of the initial Term, (B) that Tenant has accepted the Premises, and (C) that Landlord has performed all of its obligations with respect to the Premises (except for punch-list items specified in such letter and subject to any warranty claims pursuant to Section 8(b) of Exhibit D); however, the failure of the parties to execute such letter shall not defer the Commencement Date or otherwise invalidate this Lease. Occupancy of the Premises by Tenant prior to the Commencement Date shall be subject to all of the provisions of this Lease excepting only those requiring the payment of Basic Rent and additional Rent. Notwithstanding anything in this Lease to the contrary, Landlord's obligations hereunder are conditioned upon its acquisition of the Land on terms and conditions satisfactory to Landlord. If Landlord has not acquired the Land within 30 days following the Lease Date (the "**Acquisition Date**"), either party may terminate this Lease by delivering to the other party written notice thereof at any time before the earlier of (i) ten days following the Acquisition Date, or (ii) the date on which Landlord acquires the Land. Time is of the essence for the delivery of a termination notice under this Section 3; accordingly, if either party fails to timely deliver any such notice, such party's right to terminate this Lease under this Section 3 shall expire.

#### 4. **Rent.**

(a) **Payment.** Tenant shall timely pay to Landlord Basic Rent, without notice, demand, deduction or set off (except as otherwise expressly provided herein), by good and sufficient check drawn on a national banking association at Landlord's address provided for in this Lease or as otherwise specified by Landlord and shall be accompanied by all applicable state and local sales or use taxes (applicable to Rent but not income). The obligations of Tenant to pay Basic Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Basic Rent, adjusted as herein provided, shall be payable monthly in advance. The first monthly installment of Basic Rent shall be payable on the Commencement Date; thereafter, Basic Rent shall be payable on the first day of each month beginning on the first day of the second full calendar month of the Term. The monthly Basic Rent for any partial month at the beginning of the Term shall equal the product of 1/365 of the annual Basic Rent in effect during the partial month and the number of days in the partial month, and shall be due on the Commencement Date. Payments of Basic Rent for any fractional calendar month at the end of the Term shall be similarly prorated. Tenant shall pay all other sums payable by Tenant under this Lease when and as due and payable as set forth herein or, if not otherwise set forth herein, when and as necessary to avoid the addition of any fine, penalty, interest or cost thereto.

(b) **Calculation of Basic Rent.** The amount of Basic Rent payable with respect to the first 12 Lease Months of the Term shall be equal to a 9.5% rental yield rate (the "**Rent Yield Rate**") multiplied by Landlord's actual costs of acquiring, financing and developing the Premises (the "**Actual Project Costs**"), including Landlord's cost of acquiring the Land, hard and soft costs of designing and constructing the Building and other on and off site improvements constructed in connection therewith, including the cost of labor and materials, permits, approvals, utility connection fees, legal, architectural and engineering fees, title, property and liability insurance, construction period real estate taxes, interest and other financing costs, carry costs (interest and other financing costs and real estate taxes, insurance and other operating expenses) for the period from the date of Substantial Completion to the Commencement Date, and a development fee payable to an Affiliate of Landlord in an amount equal to 3.6% of the hard and managed soft costs of construction (specifically excluding from the calculation of such development fee Land acquisition costs, taxes, insurance and interest and other financing costs). Within sixty (60) days following the Commencement Date Landlord shall provide Tenant a statement in reasonable detail of the Actual Project Costs and a computation of the Base Rent payable with respect to the first 12 Lease Months. Pending receipt of such statement, Tenant shall make monthly payments on account of Base Rent in the amount of \$29,269.80 each. Upon receipt of such statement Landlord and Tenant shall (i) adjust, by payment to or from Landlord, as applicable, the payments made by Tenant on account of Base Rent to equal the actual Base Rent due from Tenant prior to such date, and (ii) execute an amendment to this Lease confirming the Base Rent payable for the Term.

(c) **Cost of Living Adjustment.** Effective as of the first day of the 13<sup>th</sup> Lease Month and the first day of every 12<sup>th</sup> Lease Month thereafter (each such day, an "**Adjustment Date**") the Basic Rent in effect immediately prior to such Adjustment Date shall be increased by an amount equal to the annual percentage increase in the CPI. The annual percentage increase in the CPI as of any Adjustment Date shall be a fraction, the numerator of which is the CPI figure published for the calendar month two (2) months prior to the Adjustment Date (i.e., if the Adjustment Date is January 1, the CPI figure published for the preceding November shall be the numerator) and the denominator of which is the CPI figure published for the calendar month fourteen (14) months prior to the Adjustment Date. The "**CPI**" is the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items (1982-84=100), published by the Bureau of Labor Statistics of the United States Department of Labor, provided that if such Index is no longer published Landlord shall substitute another index published by a governmental agency or non-partisan publication measuring changes in the cost of living. In no event shall the Basic Rent decrease, and in no event shall the Basic Rent increase to an amount, as of any Adjustment Date, that exceeds the Basic Rent payable immediately prior to such Adjustment Date by 4% or that exceeds the original Basic Rent increased by 2.5% per year, compounded annually, from the Commencement Date to such Adjustment Date. Landlord shall provide Tenant with a calculation of the increase in the Basic Rent, provided that such calculation or receipt thereof by Tenant is not a condition to Tenant's obligation to pay Basic Rent as annually adjusted pursuant to this Section 4(c).

5. **Delinquent Payment; Handling Charges.** All past due payments required of Tenant hereunder shall bear interest from the date due until paid at the lesser of eighteen percent per annum or the maximum lawful rate of interest (such lesser amount is referred to herein as the "**Default Rate**"); additionally, Landlord, in addition to all other rights and remedies available to

it, may charge Tenant a fee equal to the greater of (a) \$50.00 or (b) five percent of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to the extent they are considered to be interest under applicable Law, exceed the maximum lawful rate of interest. Notwithstanding the foregoing, the late fee referenced above shall not be charged with respect to the first occurrence (but not any subsequent occurrence) during any 12-month period that Tenant fails to make payment when due, until five days after Landlord delivers written notice of such delinquency to Tenant.

6. Intentionally Deleted.

7. Net Lease; Taxes.

(a) Net Lease. The Rent shall be paid absolutely net to Landlord, so that this Lease shall yield to Landlord the full amount of Rent throughout the Term. Except for Landlord's obligation to complete Punch List Items as provided in Exhibit D, following the Commencement Date Landlord shall not under any circumstances be required to build or rebuild any improvements on the Land or make any repairs, replacements, alterations, restoration or renewals of any nature to the Premises, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever with respect thereto in connection with this Lease, or to maintain the Premises in any way.

(b) Taxes. Tenant shall pay all Taxes for each year and partial year falling within the Term. Tenant shall pay Taxes before any fine, penalty, interest or cost may be added for non-payment. Such payments shall be made directly to the taxing authorities where feasible, and Tenant shall promptly furnish to Landlord copies of official receipts or other satisfactory proof evidencing such payments. Taxes imposed in respect of tax fiscal periods in which the Commencement Date and expiration date of this Lease fall shall be adjusted and prorated between Landlord and Tenant, whether or not any such Tax is imposed before or after such commencement or expiration, and Tenant's obligation to pay its prorated share of Taxes shall survive the termination of this Lease. "Taxes" means taxes, assessments, and governmental charges or fees whether federal, state, county or municipal, and whether they be by taxing districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments (including non-governmental assessments for common charges under a restrictive covenant, reciprocal easement agreement or other private agreement) now or hereafter attributable to the Premises (or its operation), excluding, however, penalties and interest thereon, any transfer or sales tax imposed on a sale by Landlord of the Premises (although any increase in real estate taxes or assessments resulting from such sale are included in Taxes) and federal and state taxes on income (if the present method of taxation changes so that in lieu of or in addition to the whole or any part of any Taxes, there is levied on Landlord a capital tax directly on the rents received therefrom or a franchise tax, assessment, or charge based, in whole or in part, upon such rents for the Premises, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the term "Taxes" for purposes hereof).

8. **Improvements; Alterations; Tenant's Maintenance and Repair Obligations.**

(a) **Improvements; Alterations.** Except for the Tenant Improvements for which Exhibit D to this Lease shall govern, improvements to the Premises shall be installed at Tenant's expense only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, which approval shall be governed by the provisions set forth in this Section 8(a). No alterations or physical additions in or to the Premises may be made without Landlord's prior written consent, which shall not be unreasonably withheld or delayed; however, Landlord may withhold its consent to any alteration or addition that would adversely affect (in the reasonable discretion of Landlord) (1) the Building's Structure or the Building's Systems (including the Building's restrooms or mechanical rooms), or (2) the exterior appearance of the Building. All alterations, additions, and improvements shall be constructed, maintained, and used by Tenant, at its risk and expense, in accordance with all Laws; Landlord's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance. Subject to Landlord's prior approval of the location, design, size, color, material composition, and plans and specifications therefor, which shall not be unreasonably withheld or delayed, Tenant may, at its sole risk and expense, install a sign panel (the "**Sign**") on the monument sign on the Building grounds to be constructed in accordance with the Final Plans (as defined in Exhibit D) and the approval process therefor. If Landlord grants its approval and Tenant elects to install the Sign, then Tenant shall erect the Sign in accordance with the approved plans and specifications, in a good and workmanlike manner, in accordance with all laws, regulations, restrictions (governmental or otherwise), and architectural guidelines in effect for the area in which the Building is located and has received all requisite approvals thereunder (the "**Sign Requirements**"), and maintain the Sign in a good, clean, and safe condition in accordance with the Sign Requirements. After the end of the Term or after Tenant's right to possess the Premises has been terminated, Landlord may require that Tenant remove the Sign by delivering to Tenant written notice thereof within 30 days after the end of the Term. If Landlord so requests, Tenant shall remove the Sign, repair all damage caused thereby, and restore the monument sign on which the Sign was located to their condition before the installation of the Sign within ten days after Landlord's request therefor. If Tenant fails to timely do so, Landlord may, at Tenant's expense, remove the Sign, perform the related restoration and repair work and dispose of the Sign in any manner Landlord deems appropriate.

(b) **Repairs; Maintenance.** Tenant shall maintain the Premises in a clean, safe, and operable condition, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Additionally, Tenant, at its sole expense, shall repair, replace and maintain in good condition and in accordance with all Laws and the equipment manufacturer's suggested service programs, all portions of the Premises, structural and non-structural, including plumbing, water, fire sprinkler system, and sewer lines up to points of common connection, roofs, entries, doors, ceilings, windows, walls, heating, ventilation and air conditioning systems, parking areas and landscaping. Such repair and replacements include capital expenditures and repairs whose benefit may extend beyond the Term.

(c) **Performance of Work.** Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord, Landlord's property management company and Landlord's asset management company as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require. Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage the Building (including the Building's Structure and the Building's Systems). All such work which may affect the Building's Structure or the Building's Systems must be approved by the Building's engineer of record, at Tenant's expense. All work affecting the roof of the Building must be performed by Landlord's roofing contractor, and no such work will be permitted if it would void or reduce the warranty on the roof.

(d) **Mechanic's Liens.** All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's liens to be filed against the Premises in connection therewith. If such a lien is filed, then Tenant shall, within ten days after Tenant receives notice of the filing thereof (or such earlier time period as may be necessary to prevent the forfeiture of the Premises or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either (1) pay the amount of the lien and cause the lien to be released of record, or (2) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Premises or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. Tenant shall defend, indemnify and hold harmless Landlord and its agents and representatives from and against all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys' fees) in any way arising from or relating to the failure by any Tenant Party to pay for any work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party. This indemnity provision shall survive termination or expiration of this Lease. Tenant shall not be responsible for mechanic's liens filed against the Premises in connection with the Work. In the event that Tenant agrees in writing to pay Landlord or an Affiliate of Landlord to perform alterations or improvements to the Premises, then provided that Tenant pays the full agreed price for the cost of such additional

work, then Tenant shall not be responsible for mechanic's liens filed against the Premises in connection with such additional work.

(e) **Janitorial and Other Services.** Tenant, at its sole expense, shall provide its own janitorial, landscaping and snow removal services to the Premises and shall maintain the Premises in a clean and safe condition. Tenant shall store all trash and garbage in accordance with the requirements of all applicable governmental authorities and shall, at its sole expense, arrange for the regular pickup of such trash and garbage on a timely basis.

9. **Utilities.** Tenant shall contract for in its own name and pay for all water, gas, electricity, heat, telephone, sewer, sprinkler charges and other utilities and services used at the Premises, together with any taxes, penalties, surcharges, connection charges, maintenance charges, and the like pertaining to Tenant's use of the Premises. Landlord shall not be liable for any interruption or failure of utility service to the Premises, and such interruption or failure of utility service shall not be a constructive eviction of Tenant, constitute a breach of any implied warranty, or entitle Tenant to any abatement of Tenant's obligations hereunder.

10. **Use.** Tenant covenants that it will obtain and maintain all approvals necessary to use and operate the Premises for the Permitted Use under applicable Law, including licensure requirements and Medicare and/or Medicaid certification. Tenant shall use commercially reasonable efforts to operate continuously and occupy and use the Premises as a provider of health care services in accordance with the Permitted Use, shall maintain its certifications for reimbursements, licensure and its accreditation (if compliance with accreditation standards is required to continuously operate the Premises in accordance with the Permitted Use), shall comply with all Laws relating to the use, condition, access to, and occupancy of the Premises and will not commit waste, overload the Building's Structure or the Building's Systems or subject the Premises to use that would damage the Premises. The Premises shall not be used for any use which is disreputable, creates extraordinary fire hazards, or results in an increased rate of insurance on the Building or its contents, or for the storage of any Hazardous Materials (except as provided in Section 27 hereto).

11. **Assignment and Subletting.**

(a) **Transfers.** Except as provided in Section 11(h), Tenant shall not, without the prior written consent of Landlord, (1) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (2) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization (except as provided in Section 11(h)(3)), (3) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (4) sublet any portion of the Premises, (5) grant any license, concession, or other right of occupancy of any portion of the Premises, or (6) permit the use of the Premises by any parties other than Tenant (any of the events listed in Section 11(a)(1) through 11(a)(6) being a "**Transfer**").

(b) **Consent Standards.** Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided that the proposed transferee (1) is creditworthy, (2) has a good reputation in the business community, and (3) will use the

Premises for the Permitted Use; otherwise, Landlord may withhold its consent in its sole discretion. Additionally, Landlord may withhold its consent in its sole discretion to any proposed Transfer if any Event of Default by Tenant then exists.

(c) **Request for Consent.** If Tenant requests Landlord's consent to a Transfer, then, at least 15 business days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; financial and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character.

(d) **Conditions to Consent.** If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer for the period of the Transfer. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment.

(e) **Attornment by Subtenants.** Each sublease by Tenant hereunder shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and each subtenant by entering into a sublease is deemed to have agreed that in the event of termination, re-entry or dispossession by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant, as sublandlord, under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (1) liable for any previous act or omission of Tenant under such sublease, (2) subject to any counterclaim, offset or defense that such subtenant might have against Tenant, (3) bound by any previous modification of such sublease not approved by Landlord in writing or by any rent or additional rent or advance rent which such subtenant might have paid for more than the current month to Tenant, and all such rent shall remain due and owing, notwithstanding such advance payment, (4) bound by any security or advance rental deposit made by such subtenant which is not delivered or paid over to Landlord and with respect to which such subtenant shall look solely to Tenant for refund or reimbursement, or (5) obligated to perform any work in the subleased space or to prepare it for occupancy, and in connection with such attornment, the subtenant shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such attornment. Each subtenant or licensee of Tenant shall be deemed, automatically upon and as a condition of its occupying or using the Premises or any part thereof, to have agreed to be bound



by the terms and conditions set forth in this Section 11(e). The provisions of this Section 11(e) shall be self-operative, and no further instrument shall be required to give effect to this provision.

(f) **Intentionally Deleted.**

(g) **Additional Compensation.** While no Event of Default exists under Sections 18(a), 18(d) or 18(e), Tenant shall pay to Landlord, immediately upon receipt thereof, fifty percent (50%) of the excess of (1) all compensation received by Tenant for a Transfer less the actual out-of-pocket costs reasonably incurred by Tenant with unaffiliated third parties (i.e., brokerage commissions and tenant finish work) in connection with such Transfer (such costs shall be amortized on a straight-line basis over the term of the Transfer in question) over (2) the Rent allocable to the portion of the Premises covered thereby. While any Event of Default exists under Sections 18(a), 18(d) or 18(e), Tenant shall pay to Landlord, immediately upon receipt thereof, one hundred percent (100%) of (A) all compensation received by Tenant for a Transfer over (B) the Rent allocable to the portion of the Premises covered thereby.

(h) **Permitted Transfers.** Notwithstanding Section 11(a), Tenant may Transfer all or part of its interest in this Lease or all or part of the Premises (a "**Permitted Transfer**") to the following types of entities (a "**Permitted Transferee**") without the written consent of Landlord:

(1) an Affiliate of Tenant;

(2) any corporation, limited partnership, limited liability partnership, general partnership, limited liability company or other business entity (A) subleases in the normal course of the Permitted Use, such as and including subleasing space for major moveable equipment or functional departments such as pathology, pharmacy and radiology, or (B) as to less than an aggregate of twenty percent (20%) of the rentable square footage of the Premises, to concessionaires or other third party users or operators of portions of Premises;

(3) any corporation, limited partnership, limited liability partnership, general partnership, limited liability company or other business entity in which or with which Tenant, or its corporate successors or assigns, is merged or consolidated, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as (A) Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation; and (B) the Tangible Net Worth of the surviving or created entity is not less than the Tangible Net Worth of Tenant as of the date hereof; or

(4) any corporation, limited partnership, limited liability partnership, general partnership, limited liability company or other business entity acquiring all or substantially all of Tenant's assets if such entity's Tangible Net Worth after such acquisition is not less than the Tangible Net Worth of Tenant as of the date hereof.

Tenant shall promptly notify Landlord of any such Permitted Transfer. Tenant shall remain liable for the performance of all of the obligations of Tenant hereunder, or if Tenant no longer exists because of a merger, consolidation, or acquisition, the surviving or acquiring entity shall expressly assume in writing the obligations of Tenant hereunder. Additionally, the Permitted Transferee shall comply with all of the terms and conditions of this Lease, including the

Permitted Use, and the use of the Premises by the Permitted Transferee may not violate any other agreements affecting the Premises. No later than 30 days after the effective date of any Permitted Transfer, Tenant agrees to furnish Landlord with (A) copies of the instrument effecting any of the foregoing Transfers, (B) documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Transfer, and (C) evidence of insurance as required under this Lease with respect to the Permitted Transferee. The occurrence of a Permitted Transfer shall not waive Landlord's rights as to any subsequent Transfers. "**Tangible Net Worth**" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("**GAAP**"), excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises. Any subsequent Transfer by a Permitted Transferee shall be subject to the terms of this Section 11.

12. **Insurance; Waivers; Subrogation; Indemnity.**

(a) **Required Insurance.** Effective as of the earlier of (1) the date Tenant enters or occupies the Premises, or (2) the Commencement Date, and continuing throughout the Term, Tenant shall maintain the following insurance policies: (A) commercial general liability insurance in amounts of \$5,000,000 per occurrence or, during any extension or renewal of the Term, such other amounts as Landlord may from time to time reasonably require (and, if the use and occupancy of the Premises include any activity or matter that is or may be excluded from coverage under a commercial general liability policy [e.g., the sale, service or consumption of alcoholic beverages], Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter [including liquor liability, if applicable] in such amounts as Landlord may reasonably require), insuring Tenant, Landlord, Landlord's property management company, Landlord's asset management company and Landlord's Mortgagee against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, (B) property insurance for the Building's full replacement value (including all alterations, improvements and betterments made by Tenant), with a deductible not to exceed \$10,000 and naming Landlord and Landlord's Mortgagee as additional loss payees as their interests may appear, (C) insurance covering the full value of all furniture, trade fixtures and personal property (including property of Tenant or others) in the Premises or otherwise placed in the Premises by or on behalf of a Tenant Party, (D) contractual liability insurance sufficient to cover Tenant's indemnity obligations hereunder (but only if such contractual liability insurance is not already included in Tenant's commercial general liability insurance policy), (E) worker's compensation insurance, and (F) business interruption insurance covering a period of not less than 12 months. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord (without Landlord having any obligation to obtain separate insurance) provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder at least ten days prior to the earlier of the Commencement Date or the date Tenant enters or occupies the Premises, and at least 15 days prior to each renewal of said insurance, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance policies.

All such insurance policies shall be in form, and issued by companies with a Best's rating of A+:VII or better, reasonably satisfactory to Landlord. If Tenant fails (i) to comply with the foregoing insurance requirements, or (ii) to deliver to Landlord the certificates or evidence of coverage required herein within five days following Landlord's demand therefor, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of five percent (5%) of such cost.

(b) **Construction Period Insurance.** During construction of the Building and until the Commencement Date Landlord shall maintain, as part of the Actual Project Costs, builder's risk insurance for the Building's replacement value and commercial general liability insurance in an amount not less than \$5,000,000. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary. The foregoing insurance policies and any other insurance carried by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control, and Tenant shall have no right or claim to any proceeds thereof or any other rights thereunder.

(c) **No Subrogation.** Landlord and Tenant each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy of the types described in this Section 12 that covers the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms hereof, **regardless of whether the negligence of the other party caused such Loss (defined below).** Additionally, Tenant waives any claim it may have against Landlord for any Loss to the extent such Loss is caused by a terrorist act. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

(d) **Indemnity.** Subject to Section 12(c), Tenant shall defend, indemnify, and hold harmless Landlord and its partners, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of, any property or inconvenience (a "**Loss**") occurring on the Premises after Tenant takes possession thereof, **even though caused or alleged to be caused by the negligence or fault of Landlord or its agents (other than a Loss arising from the sole or gross negligence of Landlord or its agents), and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of Landlord or its agents, it being agreed that this indemnity is intended to indemnify Landlord and its agents against the consequences of their own negligence or fault as provided above when Landlord or its agents are jointly, comparatively, contributively, or concurrently negligent with Tenant; or**

The indemnities set forth in this Lease shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this Lease. If any proceeding is filed for which indemnity is required hereunder, the indemnifying party agrees, upon request therefor, to defend

the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party.

13. **Subordination; Attornment; Notice to Landlord's Mortgagee.**

(a) **Subordination.** This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (each, a "**Mortgage**"), or any ground lease, master lease, or primary lease (each, a "**Primary Lease**"), that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "**Landlord's Mortgagee**"). Any Landlord's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Premises by so notifying Tenant in writing. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within ten days after written request therefor such documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease.

(b) **Attornment.** Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

(c) **Notice to Landlord's Mortgagee.** Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

(d) **Landlord's Mortgagee's Protection Provisions.** If Landlord's Mortgagee shall succeed to the interest of Landlord under this Lease, Landlord's Mortgagee shall not be: (1) liable for any act or omission of any prior lessor (including Landlord); (2) bound by any rent or additional rent or advance rent which Tenant might have paid for more than the current month to any prior lessor (including Landlord), and all such rent shall remain due and owing, notwithstanding such advance payment; (3) bound by any security or advance rental deposit made by Tenant which is not delivered or paid over to Landlord's Mortgagee and with respect to which Tenant shall look solely to Landlord for refund or reimbursement; (4) bound by any termination, amendment or modification of this Lease made without Landlord's Mortgagee's consent and written approval, except for those terminations, amendments and modifications permitted to be made by Landlord without Landlord's Mortgagee's consent pursuant to the terms of the loan documents between Landlord and Landlord's Mortgagee; (5) subject to the defenses which Tenant might have against any prior lessor (including Landlord); and (6) subject to the offsets which Tenant might have against any prior lessor (including Landlord) except for those offset rights (if any) which (A) are expressly provided in this Lease, (B) relate to periods of time

following the acquisition of the Building by Landlord's Mortgagee, and (C) Tenant has provided written notice to Landlord's Mortgagee and provided Landlord's Mortgagee a reasonable opportunity to cure the event giving rise to such offset event. Landlord's Mortgagee shall have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own an interest in the Premises. Nothing in this Lease shall be construed to require Landlord's Mortgagee to see to the application of the proceeds of any loan, and Tenant's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing any loan.

(e) **Subordination, Non-Disturbance and Attornment Agreement.**

Landlord shall obtain a subordination, non-disturbance and attornment agreement from the current Landlord's Mortgagee, and Landlord shall use reasonable efforts to obtain a subordination, non-disturbance and attornment agreement from any future Landlord's Mortgagee, in the form of Exhibit I hereto or another form reasonably acceptable to Tenant and such Landlord's Mortgagee or other institutional lenders; however, Landlord's failure to obtain such agreement from a future Landlord's Mortgagee shall not constitute a default by Landlord hereunder or prohibit the mortgaging of the Building. The subordination of Tenant's rights hereunder to any future Landlord's Mortgagee under Section 13 shall be conditioned upon such future Landlord's Mortgagee's execution and delivery of a subordination, non-disturbance and attornment agreement in the form of Exhibit I hereto or another form reasonably acceptable to Tenant and such Landlord's Mortgagee or other institutional lenders. Landlord shall not grant a security interest to Landlord's Mortgagee with respect to property owned by Tenant hereunder.

14. **Purchase Provisions.**

(a) In the event Tenant purchases the Premises from Landlord pursuant to either Section 15 or Section 16 of this Lease, Landlord shall, upon receipt from Tenant of the applicable purchase price, together with full payment of any unpaid Rent due and payable with respect to any period ending on or before the date of the purchase, deliver to Tenant a special warranty deed or other instrument of conveyance in customary form conveying the entire interest of Landlord in and to the Premises to Tenant in its then condition, free and clear of all encumbrances other than (i) those that Tenant has agreed hereunder to pay or discharge, (ii) those mortgage liens, if any, which Tenant has agreed in writing to accept and to take title subject to, (iii) any other encumbrances permitted to be imposed on the Premises under the provisions of this Lease which are assumable at no cost to Tenant or to which Tenant may take subject without cost to Tenant, and (iv) any matters affecting the Premises on or as of the Commencement Date. The difference between the applicable purchase price and the total of the mortgages (if any) assumed or taken subject to shall be paid in cash to Landlord, or as Landlord may direct, in federal or other immediately available funds except as otherwise mutually agreed by Landlord and Tenant. The closing of any such sale shall be contingent upon and subject to Tenant obtaining all required governmental consents and approvals for such transfer. Each party shall pay its own attorneys' fees incurred in connection with any such sale. Otherwise, all expenses of such conveyance, including, without limitation, the cost of title examination or standard coverage title insurance and transfer taxes, shall be paid by Tenant.

(b) For purposes of any purchase of the Premises by Tenant pursuant to either Section 15 or Section 16, the "Fair Market Value Purchase Price" means the fair market value

of the Premises, including all improvements and additions, and (i) assuming the same is unencumbered by this Lease, (ii) determined in accordance with the appraisal procedures set forth below or in such other manner as shall be mutually acceptable to Landlord and Tenant, (iii) taking into account the Premises size, utility and location, and (iv) not taking into account any reduction in value resulting from any indebtedness to which the Premises is subject.

(c) In the event that it becomes necessary to determine the Fair Market Value Purchase Price of the Premises for any purpose of this Lease, the party required or permitted to give notice of such required determination shall include in the notice the name of a person selected to act as an appraiser on its behalf. Within ten (10) days after receipt of any such notice, Landlord (or Tenant, as the case may be) shall by notice to Tenant (or Landlord, as the case may be) appoint a second person as an appraiser on its behalf. The appraisers thus appointed (each of whom must be a member of the Appraisal Institute or any successor organization thereto having not less than five (5) years experience appraising comparable properties) shall, within forty-five (45) days after the date of the notice appointing the first appraiser, proceed to appraise the Premises to determine the Fair Market Value Purchase Price thereof as of the relevant date (giving effect to the impact, if any, of inflation from the date of their decision to the relevant date); provided, however, that if only one appraiser shall have been so appointed, or if two appraisers shall have been so appointed but only one such appraiser shall have determination within fifty (50) days after the making of Tenant's or Landlord's request, then the determination of such appraiser shall be final and binding upon the parties. If two appraisers shall have been appointed and shall have made their determinations within the respective requisite periods set forth above and if the difference between the amounts so determined does not exceed ten percent (10%) of the lesser of such amounts, then the Fair Market Value Purchase Price shall be an amount equal to fifty percent (50%) of the sum of the amounts so determined. If the difference between the amounts so determined shall exceed ten percent (10%) of the lesser of such amounts, then such two appraisers shall have twenty (20) days to appoint a third appraiser, but if such appraisers fail to do so, then either party may request the American Arbitration Association or any successor organization thereto to appoint an appraiser within twenty (20) days of such request, and both parties shall be bound by an appointment so made within such 20-day period. If no such appraiser shall have been appointed within such twenty (20) days or within ninety (90) days of the original request for a determination of the Fair Market Value Purchase Price, whichever is earlier, either Landlord or Tenant may apply to any court having jurisdiction to have appointment made by such court. Any appraiser appointed by the American Arbitration Association or by such court shall be instructed to determine the Fair Market Value Purchase Price within thirty (30) days after appointment of such appraiser. The determination of the appraiser which differs most in terms of dollar amount from the determinations of the other two appraisers shall be excluded, and fifty percent (50%) of the sum of the remaining two determinations shall be final and binding upon Landlord and Tenant as the Fair Market Value Purchase Price. This provision for determination by appraisal shall be specifically enforceable to the extent such remedy is available under applicable law, and any determination hereunder shall be final and binding upon the parties except as otherwise provided by applicable law. Landlord and Tenant shall each pay the fees and expenses of the appraiser appointed by it and each shall pay one-half of the fees and expenses of the third appraiser and one-half of all other costs and expenses incurred in connection with each appraisal.

15. Condemnation.

(a) Total Taking. If the entire Premises are taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), this Lease shall terminate as of the date of the Taking (or, if later, the date Tenant is obligated to deliver physical possession of the Premises to the condemnor).

(b) Partial Taking. If any part of the Premises becomes subject to a Taking and such Taking does not prevent Tenant from conducting the Permitted Use on a permanent basis in the Premises, Tenant shall be responsible for such repair and restoration to the remainder of the Premises as may be required for its continued use (and Landlord shall make the award for such Taking available for such purpose) and this Lease shall continue in full force and effect. If the Taking renders the remainder of the Premises (as it may be repaired and restored) unfit for Tenant's conduct of the Permitted Use in the Premises, then Tenant may offer to purchase the Premises for a purchase price equal to the Fair Market Value Purchase Price of the Premises immediately prior to such Taking. Within 30 days after receipt of Tenant's notice Landlord shall give Tenant written notice either accepting Tenant's purchase offer or electing to terminate this Lease as of the date of such Taking (or, if later, the date Tenant is obligated to deliver physical possession of the Premises to the condemnor), and Basic Rent shall be apportioned as of the date of such Taking. If Landlord accepts Tenant's offer to purchase the Premises, this Lease shall terminate upon payment of the purchase price and Landlord shall assign to Tenant the award or other compensation for the Taking.

(c) Temporary Taking. If all or any portion of the Premises becomes subject to a Taking for a limited period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease, including the payment of Basic Rent and all other amounts required hereunder. Tenant shall be entitled to receive the entire award made in connection with any temporary condemnation or other taking attributable to any period within the Term. Landlord shall be entitled to the entire award for any such temporary condemnation or other taking which relates to a period after the expiration of the Term. If any such temporary condemnation or other Taking terminates prior to the expiration of the Term, Tenant shall restore the Premises as nearly as possible to the condition prior to the condemnation or other Taking; provided that Tenant shall receive the portion of the award attributable to such restoration.

(d) Award. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Premises and other improvements taken, subject to the application thereof to repair and restoration in the event of a partial Taking as provided above and provided that Tenant may separately pursue a claim against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

16. Fire or Other Casualty.

(a) Insurance Proceeds. All proceeds payable by reason of any loss or damage to the Premises or any portion thereof, and insured under any policy of insurance required by Section 12 of this Lease shall be paid to Landlord and held by Landlord in trust

(subject to the provisions of Section 16(f)) and shall be made available for reconstruction or repair, as the case may be, of any damage to or destruction of the Premises, or any portion thereof, and shall be paid out by Landlord from time to time for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Premises shall be paid to Tenant free and clear upon completion of any such repair and restoration except as otherwise specifically provided below in this Section 16; provided, in the event neither Landlord nor Tenant is required or elects to repair and restore the Premises, all such insurance proceeds shall be retained by Landlord except any proceeds relating to Tenant's Property shall belong to Tenant. All salvage resulting from any risk covered by insurance shall belong to Tenant (unless neither Landlord nor Tenant is required or elects to repair and restore the Premises, in which case such salvage shall belong to Landlord), except that any salvage relating to Tenant's Property shall belong to Tenant.

(b) **Reconstruction in the Event of Damage or Destruction Covered by Insurance.**

(1) Except as provided in Section 16(f), if during the Term, the Premises are totally or partially destroyed from a risk covered by the insurance described in Section 12, Tenant shall restore the Premises to substantially the same condition as existed immediately before the damage or destruction (or to such other condition as Tenant determines is appropriate for Tenant's conduct of the Permitted Use of the restored Premises). Such damage or destruction shall not terminate this Lease; provided, however, if Tenant cannot within a reasonable time obtain all necessary governmental approvals, including building permits, licenses, conditional use permits and any certificates of need, after diligent efforts to do so, in order to be able to perform all required repair and restoration work and to operate the Premises for the Permitted Use, Tenant may offer to purchase the Premises for a purchase price equal to the Fair Market Value Purchase Price of the Premises immediately prior to such damage or destruction. Within 30 days after receipt of Tenant's notice Landlord shall give Tenant written notice either accepting Tenant's purchase offer, assuming the obligation to repair and restore the premises or electing to terminate this Lease, in which event Landlord shall be entitled to retain the insurance proceeds, and Tenant shall pay to Landlord on demand, the amount of any deductible or uninsured loss arising in connection therewith.

(2) If the cost of the repair or restoration exceeds the amount of proceeds received by Landlord from the insurance required under Section 12 and Tenant elects or is required by the terms of this Lease to restore the Premises, Tenant shall be obligated to contribute any excess amount needed to restore the Premises. Such amount shall be paid by Tenant to Landlord to be held in trust together with any other insurance proceeds for application to the cost of repair and restoration.

(3) In the event Landlord accepts Tenant's offer to purchase the Premises, this Lease shall terminate upon payment of the purchase price and Landlord shall remit to Tenant all insurance proceeds being held in trust by Landlord.

(c) **Reconstruction in the Event of Damage or Destruction Not Covered by Insurance.** Except as provided in Section 16(f), if during the Term, the Premises is totally or materially destroyed from a risk (including earthquake) not covered by the insurance described



in Section 12, whether or not such damage or destruction renders the Premises unsuitable for the Permitted Use, Tenant at its option shall restore the Premises to substantially the same condition it was in immediately before such damage or destruction and such damage or destruction (whether or not repaired) shall not terminate this Lease. If such damage or destruction is not material, Tenant shall restore the Premises.

(d) **Tenant's Property**. All insurance proceeds payable by reason of any loss of or damage to any of Tenant's Property shall be paid to Tenant.

(e) **No Abatement of Rent**. This Lease shall remain in full force and effect and Tenant's obligation to make rental payments and to pay all other charges required by this Lease shall remain unabated during any period required for repair and restoration.

(f) **Damage Near End of Term**. Notwithstanding any provisions of Section 16(b) or Section 16(c) to the contrary, if damage to or destruction of the Premises occurs during the last 12 months of the Term, and if such damage or destruction cannot be fully repaired and restored within six months immediately following the date of loss, either party shall have the right to terminate this Lease by giving notice to the other within 30 days after the date of damage or destruction, in which event Landlord shall be entitled to retain the insurance proceeds and Tenant shall pay to Landlord on demand the amount of any deductible or uninsured loss arising in connection therewith.

(g) **Waiver**. Tenant hereby waives any statutory or common law rights of termination which may arise by reason of any damage or destruction of the Premises.

17. **Personal Property Taxes**. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant or in or on the Premises.

18. **Events of Default**. Each of the following occurrences shall be an "**Event of Default**":

(a) **Payment Default**. Tenant's failure to pay Rent within ten days after Landlord has delivered written notice to Tenant that the same is due;

(b) **Abandonment**. Tenant abandons the Premises or any substantial portion thereof;

(c) **Estoppel**. Tenant fails to provide any estoppel certificate after Landlord's written request therefor pursuant to Section 26(e) and such failure shall continue for five days after Landlord's second written notice thereof to Tenant;

(d) **Insurance**. Tenant fails to procure and maintain the insurance policies and coverages required under Section 12(a) or Tenant fails to deliver to Landlord (within five days following Landlord's demand therefor) evidence of the insurance policies and coverages as required under Section 12(a);

(e) **Mechanic's Liens**. Tenant fails to pay and release of record, or diligently contest and bond around, any mechanic's lien filed against the Premises for any work performed,

materials furnished, or obligation incurred by or at the request of Tenant, within the time and in the manner required by Section 8(d);

(f) **Other Defaults.** Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of more than 30 days after Landlord has delivered to Tenant written notice thereof; however, if such failure cannot be cured within such 30-day period (thus excluding, for example, Tenant's obligation to provide Landlord evidence of Tenant's insurance coverage) and Tenant commences to cure such failure within such 30-day period and thereafter diligently pursues such cure to completion, then such failure shall not be an Event of Default unless it is not fully cured within an additional 30 days after the expiration of the 30-day period; and

(g) **Insolvency.** The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 18(g), any guarantor of Tenant's obligations hereunder) (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (4) for the reorganization or modification of Tenant's capital structure; or (5) in any assignment for the benefit of creditors proceeding; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within 90 days after the filing thereof.

19. **Remedies.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

(a) **Termination of Lease.** Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall pay to Landlord the sum of (1) all Rent accrued hereunder through the date of termination, (2) all amounts due under Section 20(a), and (3) an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Lease is terminated by *The Wall Street Journal*, in its listing of "Money Rates" minus one percent, minus (B) the then present fair rental value of the Premises for such period as reasonably determined by Landlord, similarly discounted. For purposes of this Section 19(a), Landlord and Tenant stipulate that a determination by an MAI appraiser reasonably acceptable to Landlord and Tenant with at least five years of experience in the market in which the Premises are located of the then present fair rental value of the Premises shall constitute a reasonable determination thereof;

(b) **Termination of Possession.** Terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (1) all Rent and other amounts accrued hereunder to the date of termination of possession, (2) all amounts due from time to time under Section 20(a), and (3) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises. If Landlord elects to proceed under this Section 19(b), Landlord may remove all of Tenant's

property from the Premises and store the same in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, without becoming liable for any loss or damage which may be occasioned thereby. Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord in its sole discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to accept any prospective tenant proposed by Tenant unless such proposed tenant meets all of Landlord's leasing criteria. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Tenant from the Premises shall be deemed to be taken under this Section 19(b). If Landlord elects to proceed under this Section 19(b), it may at any time elect to terminate this Lease under Section 19(a);

(c) **Perform Acts on Behalf of Tenant.** Perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) in Tenant's name and on Tenant's behalf, without being liable for any claim for damages therefor, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including, but not limited to, collection costs and legal expenses), plus interest thereon at the Default Rate; or

(d) **Alteration of Locks.** Additionally, with or without notice, and to the extent permitted by Law, Landlord may alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.

20. **Payment by Tenant: Non-Waiver: Cumulative Remedies.**

(a) **Payment by Tenant.** Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Tenant's or any other occupant's property, (3) repairing, restoring, altering, remodeling, or otherwise putting the Premises into the condition required by market conditions then prevailing so as to be reasonably acceptable to a new tenant for a use consistent with the Permitted Use, provided that to the extent such costs are considered capital expenditures under GAAP, such costs shall be amortized over the useful life of such improvements as determined by GAAP, and Tenant shall be responsible hereunder for that portion of such amortized costs attributable to the Term of this Lease (as if the Term were not terminated), (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (5) performing Tenant's obligations which Tenant failed to perform, and (6) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the default. To the full extent permitted by law, Landlord

and Tenant agree the federal and state courts of the state in which the Premises are located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(b) **No Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(c) **Cumulative Remedies.** Any and all remedies set forth in this Lease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity, (2) shall be cumulative, and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. Additionally, Tenant shall defend, indemnify and hold harmless Landlord, Landlord's Mortgagee and their respective representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees) arising from Tenant's failure to perform its obligations under this Lease.

21. **Landlord's Lien.** Landlord waives all contractual, statutory and constitutional liens held by Landlord on Tenant's personal property, goods, equipment, inventory, furnishings, chattels, accounts and assets ("**Tenant's Property**") to secure the obligations of Tenant under this Lease until such time as Landlord may obtain an enforceable judgment against Tenant from a court with jurisdiction of Tenant or Tenant's Property, at which time Landlord shall have such lien rights at law and in equity to enforce and collect such judgment and Tenant's obligations under this Lease. Tenant shall have the right to finance and/or lease Tenant's Property. Provided that no Event of Default is then continuing hereunder, upon request Landlord agrees to execute such reasonable documents as any lessor or lender with respect to any such Tenant's Property may reasonably require to confirm such waiver and the rights of such lessor or lender in such Tenant's Property.

22. **Surrender of Premises.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair and condition, free of Hazardous Materials placed on the Premises during the Term, broom-clean, reasonable wear and tear (and condemnation and Casualty damage not caused by Tenant, as to which Sections 15 and 16 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Building or elsewhere on the Premises by Tenant, including any medical equipment installed by Tenant at its expense (but Tenant may not remove any such item which was paid for, in whole or in part, by Landlord or any wiring or cabling unless Landlord requires

such removal). Additionally, at Landlord's option, Tenant shall remove such alterations, additions, improvements, trade fixtures, personal property, equipment, wiring, conduits, cabling, and furniture as Landlord may request; however, Tenant shall not be required to remove any addition or improvement to the Premises if Landlord has specifically agreed in writing that the improvement or addition in question need not be removed. Tenant shall repair all damage caused by such removal. All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items; any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in respect of such items. The provisions of this Section 22 shall survive the end of the Term.

23. **Holding Over.** If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, (a) Tenant shall pay, in addition to the other Rent, Basic Rent equal to 125% of the Rent payable during the last month of the Term and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this Section 23 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom. Notwithstanding the foregoing, if upon the expiration of the Term Landlord has not signed a lease agreement demising the Premises to another party, and Landlord and Tenant are actively negotiating a renewal of this Lease or a new lease of the Premises, then Tenant shall be allowed to remain in possession as a tenant from month to month for a period of sixty (60) days after the expiration of the Term for the same Rent as in effect prior to the expiration date and otherwise subject to all of Tenant's obligations under this Lease.

24. **Certain Rights Reserved by Landlord.** Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises or the conduct of any medical surgeries taking place or scheduled to take place in the Premises, Landlord shall have the following rights:

(a) **Prospective Purchasers and Lenders.** To enter the Premises at all reasonable hours upon reasonable prior notice to Tenant (which may be by telephone) to show the Premises to prospective purchasers or lenders; and

(b) **Prospective Tenants.** At any time during the last 12 months of the Term (or earlier if Tenant has notified Landlord in writing that it does not desire to renew the Term) or at any time following the occurrence of an Event of Default, to enter the Premises at all reasonable hours upon reasonable prior notice to Tenant (which may be by telephone) to show the Premises to prospective tenants.

25. **Permitted Contests.** Tenant, on its own or on Landlord's behalf (or in Landlord's name), but at Tenant's expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any Tax, legal requirement, lien, attachment, levy, encumbrance, charge or claim not otherwise permitted by this Lease, provided that (1) in the case of an unpaid Tax, lien, attachment, levy, encumbrance, charge or claim, the commencement and continuation of such proceedings shall suspend the collection thereof from Landlord and from the Premises, (2) neither the Premises nor any Rent therefrom nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited, attached or lost, (3) in the case of a legal requirement, Landlord would not be in any immediate danger of civil or criminal liability for failure to comply therewith pending the outcome of such proceedings, (4) in the case of a legal requirement and/or a Tax, lien, encumbrance or charge, Tenant shall give such reasonable security as may be demanded by Landlord (such as a bond or title insurance endorsement) to insure ultimate payment of the same and to prevent any sale or forfeiture of the affected portion of the Premises or the Rent by reason of such non-payment or non-compliance, provided, however, the provisions of this Section 25 shall not be construed to permit Tenant to contest the payment of Rent or any other sums payable by Tenant to Landlord hereunder, (5) in the case of an insurance requirement, the coverage required by Section 12 shall be maintained, and (6) if such contest be finally resolved against Landlord or Tenant, Tenant shall, as additional Rent due hereunder, promptly pay the amount required to be paid, together with all interest and penalties accrued thereon, or comply with the applicable requirement. Landlord, at Tenant's expense, shall execute and deliver to Tenant such authorizations and other documents as may reasonably be required in any such contest and, if reasonably requested by Tenant or if Landlord so desires, Landlord shall join as a party therein. Tenant shall indemnify and save Landlord harmless against any liability, cost or expense of any kind that may be imposed upon Landlord in connection with any such contest and any loss resulting therefrom.

26. **Miscellaneous.**

(a) **Landlord Transfer.** Landlord may transfer any portion of the Premises and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder arising after the date of transfer, provided that the assignee assumes in writing Landlord's obligations hereunder arising from and after the transfer date.

(b) **Landlord's Liability.** The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Premises, net proceeds derived from the sale thereof, and, to the extent actually received by Landlord (thus excluding amounts paid to Landlord's Mortgagees), insurance proceeds and condemnation awards, and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency. Additionally, Tenant hereby waives any statutory lien it may have under applicable Law.

(c) **Force Majeure.** Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

(d) **Brokerage.** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

(e) **Estoppel Certificates.** From time to time, Tenant shall furnish to any party designated by Landlord, within twenty days after Landlord has made a written request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request. Unless otherwise required by Landlord's Mortgagee or a prospective purchaser or mortgagee of the Premises, the initial form of estoppel certificate to be signed by Tenant is attached hereto as Exhibit F. Landlord and Tenant stipulate that the estoppel certificate attached hereto as Exhibit F contains reasonable factual certifications and representations. If Tenant does not deliver to Landlord the certificate signed by Tenant within such required time period, Landlord, Landlord's Mortgagee and any prospective purchaser or mortgagee, may conclusively presume and rely upon the following facts: (1) this Lease is in full force and effect; (2) the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (3) not more than one monthly installment of Basic Rent and other charges have been paid in advance; (4) there are no claims against Landlord nor any defenses or rights of offset against collection of Rent or other charges; and (5) Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of the presumed facts.

(f) **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, (2) hand delivered to the intended addressee, (3) sent by a nationally recognized overnight courier service, or (4) sent by facsimile transmission during normal business hours followed by a confirmatory letter sent in another manner permitted hereunder. All notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(g) **Separability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(h) **Amendments: Binding Effect: No Electronic Records.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver is in writing signed by Landlord or Tenant, as applicable, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord or Tenant to insist upon the performance by the other party in strict accordance with the terms hereof. Landlord and Tenant hereby agree not to conduct the transactions or communications contemplated by this Lease by electronic means, except by facsimile transmission as specifically set forth in Section 26(f); nor shall the use of the phrase "in writing" or the word "written" be construed to include electronic communications except by facsimile transmissions as specifically set forth in Section 26(f). The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(i) **Quiet Enjoyment.** Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

(j) **No Merger.** There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

(k) **No Offer.** The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(l) **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

(m) **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.



(n) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

(o) **Recording.** Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole and absolute discretion of Landlord, and any recordation by Tenant shall be a material breach of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded without the prior written consent of Landlord. Notwithstanding the foregoing, at any time after the date on which Landlord acquires title to the Property, at the request of Landlord or Tenant, Landlord and Tenant shall execute a memorandum of lease in form reasonably acceptable to Landlord and Tenant. The cost of recording such memorandum of lease shall be paid by the party requesting such memorandum. If any conflict exists or arises between the terms of this Lease and the terms of such memorandum, the terms of this Lease shall prevail.

(p) **Intentionally Deleted.**

(q) **Joint and Several Liability.** If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All unperformed obligations of Tenant hereunder not fully performed at the end of the Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises.

(r) **Financial Reports.** Within 15 days after Landlord's written request, Tenant will furnish Tenant's most recent financial statements (which shall be prepared in accordance with GAAP) to Landlord. Within 15 days after Landlord's written request and provided that the guaranty executed by Guarantor has not been released, Tenant will furnish Guarantor's most recent audited financial statements (including any notes to them) to Landlord. If Tenant or Guarantor is a publicly traded corporation, Tenant may satisfy its obligations hereunder by providing to Landlord Tenant's and/or Guarantor's most recent annual and quarterly reports. Landlord will not disclose any aspect of Tenant's or Guarantor's financial statements that Tenant designates to Landlord as confidential except (1) to Landlord's Mortgagee or prospective mortgagees or purchasers of the Building, (2) in litigation between Landlord and Tenant, and/or (3) if required by court order. Tenant shall not be required to deliver the financial statements required under this Section 26(r) more than once in any 12-month period unless requested by Landlord's Mortgagee or a prospective buyer or lender of the Building or an Event of Default occurs.

(s) **Landlord's Fees.** Whenever Tenant requests Landlord to take any action not required of it hereunder or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable, out-of-pocket costs payable to third parties and incurred by Landlord in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within 30 days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

(t) **Intentionally Deleted.**

(u) **Confidentiality.** Both Landlord and Tenant acknowledge that the terms and conditions of this Lease (other than the existence of this Lease and the location of the Premises) are to remain confidential for both parties' benefit, and may not be disclosed by either party to anyone, by any manner or means, directly or indirectly, without the other party's prior written consent; however, Landlord or Tenant may disclose the terms and conditions of this Lease, and if required by Law (including compliance with any SEC regulation or similar securities compliance requirement) or court order, and to its respective attorneys, accountants, other consultants, employees and existing or prospective lenders, partners or purchasers, provided same are advised by Landlord or Tenant (as the case may be) of the confidential nature of such terms and conditions and agree to maintain the confidentiality thereof (in each case, prior to disclosure). The disclosing party shall be liable for any disclosures made in violation of this Section by the disclosing party or by any entity or individual to whom the terms of and conditions of this Lease were disclosed or made available by the disclosing party. The consent by either party to any disclosures shall not be deemed to be a waiver on the part of such party of any prohibition against any future disclosure.

(v) **Authority.** Tenant hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so. Landlord hereby represents and warrants to Tenant that Landlord is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that Landlord has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Landlord is authorized to do so.

(w) **Intentionally Deleted.**

(x) **List of Exhibits.** All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit A – Site Plan  
Exhibit B - Description of the Land  
Exhibit C – Intentionally Deleted  
Exhibit D - Tenant Finish-Work  
Exhibit E - Form of Confirmation of Commencement Date Letter  
Exhibit F - Form of Tenant Estoppel Certificate  
Exhibit G – Renewal Options  
Exhibit H – Intentionally Deleted  
Exhibit I - Form of Subordination, Non-Disturbance and Attornment Agreement  
Exhibit J – Use Restrictions

(y) **Prohibited Persons and Transactions.** Tenant represents and warrants to Landlord that Tenant is currently in compliance with and shall at all times during the Term (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) and any statute, executive order (including 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 relating thereto.

(z) Intentionally Deleted.

(aa) Time is of the Essence. Time is of the essence with respect to each provision of this Lease.

27. Environmental Requirements. The term "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any Law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Premises. Tenant shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of Hazardous Materials on or about the Premises except in a manner and quantity necessary for the ordinary performance of Tenant's business, and then in compliance with all Laws. If Tenant breaches its obligations under this Section 27, Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of clean up and remediation) arising from Tenant's failure to comply with the provisions of this Section 27. This indemnity provision shall survive termination or expiration of this Lease.

28. Intentionally Deleted.

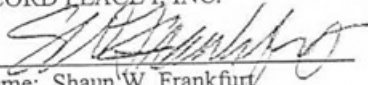
29. Intentionally Deleted.

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO DIMINISH THE OBLIGATIONS OF LANDLORD THAT ARE EXPRESSLY SET FORTH ELSEWHERE IN THIS LEASE.

This Lease is executed on the respective dates set forth below, but for reference purposes, this Lease shall be dated as of the date first above written. If the execution date is left blank, this Lease shall be deemed executed as of the date first written above.

**LANDLORD:**

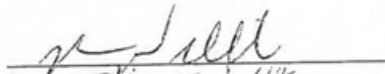
TC CONCORD PLACE I, INC.

By:   
Name: Shaun W. Frankfurt  
Title: President & CEO

Execution Date: 3/28/06

**TENANT:**

SPECIALISTS SURGERY CENTER, L.L.C.,  
an Oklahoma limited liability company

By:   
Name: John Jewell  
Title:

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

## EXHIBIT G

### RENEWAL OPTIONS

Provided no Event of Default exists and is continuing and Tenant is occupying the entire Premises at the time of such election, Tenant may renew this Lease for two additional periods of five years each, by delivering written notice of the exercise thereof to Landlord not earlier than 24 months nor later than 12 months before the expiration of the Term or the first renewal thereof, as applicable. The Basic Rent payable for each month during such extended Term shall be the prevailing rental rate (the "**Prevailing Rental Rate**"), at the commencement of such extended Term, for renewals of lease of buildings of equivalent quality, size, utility and location, with the length of the extended Term and the credit standing of Tenant to be taken into account. Within 30 days after receipt of Tenant's notice to renew, Landlord shall deliver to Tenant written notice of the Prevailing Rental Rate and shall advise Tenant of the required adjustment to Basic Rent, if any, and the other terms and conditions offered. Tenant shall, within ten days after receipt of Landlord's notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate. If Tenant timely notifies Landlord that Tenant accepts Landlord's determination of the Prevailing Rental Rate, then, on or before the commencement date of the extended Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:

- (a) Basic Rent shall be adjusted to the Prevailing Rental Rate;
- (b) Following the exercise of the renewal options set forth herein, Tenant shall have no further renewal option unless expressly granted by Landlord in writing; and
- (c) Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements.

If Tenant rejects Landlord's determination of the Prevailing Rental Rate, and timely notifies Landlord thereof, Tenant may, in its notice to Landlord, require that the determination of the Prevailing Rental Rate be made by an MAI appraiser (and if Tenant makes such election, Tenant shall be deemed to have irrevocably renewed the Term, subject only to the determination of the Prevailing Rental Rate as provided below). In such event, within five days thereafter, each party shall select a qualified commercial real estate MAI appraiser with at least ten years experience in the city or submarket in which the Premises are located. The two MAI appraisers shall give their opinion of prevailing rental rates within 20 days after their retention. In no event, however, shall the Basic Rent in the renewal term be less than the then current Basic Rent rate per rentable square foot in effect hereunder. In the event the opinions of the two MAI appraisers differ and, after good faith efforts over the succeeding 20-day period, they cannot mutually agree, the MAI appraisers shall immediately and jointly appoint a third MAI appraiser with the qualifications specified above. This third MAI appraiser shall immediately (within five days) choose either the determination of Landlord's MAI appraiser or Tenant's MAI appraiser and such choice of this third MAI appraiser shall be final and binding on Landlord and Tenant. Each party shall pay its own costs for its MAI appraiser. Following the determination of the Prevailing Rental Rate by

the MAI appraiser, the parties shall equally share the costs of any third MAI appraiser. The parties shall immediately execute an amendment as set forth above. If Tenant fails to timely notify Landlord in writing that Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate, time being of the essence with respect thereto, Tenant's rights under this Exhibit shall terminate and Tenant shall have no right to renew this Lease.

Tenant's rights under this Exhibit shall terminate if (1) this Lease or Tenant's right to possession of the Premises is terminated, (2) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises other than to a Permitted Transferee, or (3) Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof.

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (this "*Memorandum*") is made and entered into as of March 11, 2011, by **CRUSE-SIX, L.L.C.**, an Oklahoma limited liability company, as successor-in-interest to **TC CONCORD PLACE I, INC.**, a Delaware corporation ("*Landlord*") and **OKLAHOMA CENTER FOR ORTHOPAEDIC & MULTI-SPECIALTY SURGERY, LLC**, an Oklahoma limited liability company, successor by merger to Specialists Surgery Center, L.L.C. ("*Tenant*");

**WITNESSETH:**

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated August 28, 2006 (as same may be amended from time to time, the "*Lease*"), whereby Landlord has leased to Tenant, and Tenant has leased from Landlord, that certain parcel of land more particularly described in Exhibit A attached hereto and made a part hereof (the "*Premises*"); and

WHEREAS, Landlord and Tenant desire to enter into and record this Memorandum in order that third parties may have notice of Tenant's interests and rights under the Lease, of the leasehold estate of Tenant in and to the Premises, and of the Lease;

NOW, THEREFORE, notice is hereby given that Landlord, in consideration of the rents and covenants provided for in the Lease to be paid and performed by Tenant, has leased unto Tenant, and Tenant has leased from Landlord, the Premises in accordance with the terms and provisions of the Lease.

Specific reference is hereby made to the following provisions of the Lease:

1. Subject to the terms of the Lease, Tenant shall have and hold the Premises for an initial term which commenced on August 1, 2007 and which is scheduled to expire on July 31, 2022, all as more particularly described in the Lease.
2. Subject to the terms of the Lease, the term of the Lease may be renewed for two (2) successive terms of five (5) years each.

All terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum by reference as though fully set forth herein. This Memorandum has been entered into by Landlord and Tenant solely for purposes of recordation in the appropriate real estate records of Oklahoma County, Oklahoma, to provide notice to third parties of the Lease, and nothing contained herein shall be deemed or construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

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

*[The rest of this page is intentionally left blank. The signature pages follow.]*

LANDLORD:

CRUSE-SIX, L.L.C.

By: *A Cruse*  
Name: Anthony Cruse, DO  
Title: Chairman

STATE OF OKLAHOMA §  
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 9<sup>th</sup> day of March, 2011,  
by Anthony Cruse, DO, Chairman of Cruse-Six, L.L.C., an Oklahoma limited liability  
company, on behalf of said limited liability company.

*Nita Benefield*  
Notary Public, State of OKLAHOMA





TENANT:

**OKLAHOMA CENTER FOR ORTHOPAEDIC &  
MULTI-SPECIALTY SURGERY, LLC**

By: Southwest Ambulatory Surgery Center, L.L.C.,  
its sole member

By: *A. C. Crews*  
Name: Anthony L. Crews  
Title: Chairman

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 8<sup>th</sup> day of MARCH, 2011,  
by Anthony L. Crews, Chairman of Southwest Ambulatory Surgery Center, L.L.C.,  
an Oklahoma limited liability company, in its capacity as sole member of Oklahoma Center for  
Orthopaedic & Multi-Specialty Surgery, LLC, an Oklahoma limited liability company, on behalf of said  
limited liability company.

*Nita Benefield*  
Notary Public, State of OKLAHOMA



**EXHIBIT A**

**Property Description**

Lot One (1) and the East Sixty-Three (63) feet of Lot Two (2), Block One (1), CONCORD PLACE ADDITION to the City of Oklahoma, Oklahoma County, Oklahoma, according to the recorded plat thereof.

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made the 12<sup>th</sup> day of November 2007 (the "Amendment Effective Date"), between TC CONCORD PLACE I, INC., a Delaware corporation ("Landlord") and SPECIALIST SURGERY CENTER, LLP, an Oklahoma limited liability company ("Tenant").

### Background

Landlord and Tenant are parties to that certain Lease Agreement dated as of August 28, 2006 (the "Lease") pursuant to which Tenant leases certain premises described therein located in Oklahoma City, Oklahoma (the "Premises"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Lease.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Premises. The rentable square feet of the Building is hereby established as 10,896 rentable square feet for all purposes.
2. Basic Rent. The Basic Rent is \$29,097.96 per month.
3. Tenant Delay Days. As of the date of this Amendment, the number of Tenant Delay Days accumulated to date is zero (0).
4. Preliminary Budget. The Preliminary Budget attached as Schedule 2 to Exhibit D of the Lease is hereby deleted in its entirety and replaced with Schedule 2 attached hereto (the "Budget") and incorporated herein by reference. Landlord and Tenant hereby accept and confirm the Budget attached hereto as Schedule 2.
5. Tender of Possession. Landlord tendered Premises to Tenant in the condition required by the Lease, and Tenant accepted the Premises and conducted its first surgical case on August 1, 2007.
6. Execution. This Amendment may be signed in counterparts which, when taken together, shall constitute one and the same document. This Amendment may be executed by facsimile signature.
7. Retification. Except as expressly modified by this Amendment, all other terms and conditions of the Lease shall remain in full force and effect and binding upon the parties. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall control and govern. In all other respects the terms and conditions of the Lease are hereby ratified and reaffirmed in their entirety. Landlord and Tenant each represent and warrant to the other respectively that they have the authority to execute this Amendment, and that this Amendment is enforceable against Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

**LANDLORD:**

**TC Concord Place I, Inc.**  
a Delaware corporation

By: Paul Wallis 11.13.07  
Larry Wallis, Vice President

By: [Signature]  
Shawn Frankfurt, President & CEO

**TENANT:**

**Specialists Surgery Center, LLC**  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

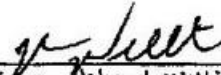
LANDLORD:

TC Concord Place I, Inc.  
a Delaware corporation

By: \_\_\_\_\_  
Larry Wallis, Vice President

TENANT:

Specialists Surgery Center, LLC  
an Oklahoma limited liability company

By:   
Name: John J. Wellik  
Title: Secretary

North

## ACKNOWLEDGEMENT OF LEASE ASSIGNMENT

As a result of the merger ("Merger") of Specialists Surgery Center, LLC, an Oklahoma limited liability company ("Specialists"), with and into Oklahoma Center for Orthopaedic & Multi-Specialty Surgery, LLC, an Oklahoma limited liability company ("Assignee"), all rights, obligations and interests of Specialists in and to that certain Lease Agreement dated as of August 28, 2006, as amended by the First Amendment dated as of November 12, 2007 and that certain Assignment and Assumption of Lease dated as of July 14, 2008 between the original landlord under the Lease Agreement and Cruse-Six, L.L.C., an Oklahoma limited liability company (the "Landlord"), between Specialists and Landlord (collectively, the "Lease Agreement"), have been assigned by operation of law to Assignee. The parties to the Merger have agreed that the assignment of the Lease Agreement is effective for all purposes as of July 1, 2009.

Assignee hereby accepts the assignment of the Lease Agreement to Assignee as a result of the Merger and assumes and agrees to be responsible for all of Assignor's obligations, duties and liabilities set forth in the Lease Agreement in accordance with the terms thereof. Landlord hereby consents to the assignment of all of Specialist's interests in and to the Lease Agreement to Assignee pursuant to the Merger and the substitution of Assignee as the "Tenant" under the Lease.

Landlord and Assignee ratify and confirm the terms and conditions of the Lease and acknowledge and agree that, except as expressly set forth herein, all of the terms, conditions and obligations contained in the Lease (including all rights to exercise any renewal options) shall remain in full force and effect without modification from and after the effective date of this Assignment.

Separate copies of this Acknowledgement may be signed by the parties hereto, with the same effect as though all of the parties had signed one copy of this Acknowledgement. Signatures received by facsimile or via other electronic transmission system shall be accepted as original signatures.


*[Signatures on following page]*

IN WITNESS WHEREOF, Assignee and Landlord have caused this Acknowledgement of Lease Assignment to be executed and implemented effective as of 12:01 a.m. on the 1st day of July, 2009.

ASSIGNEE:

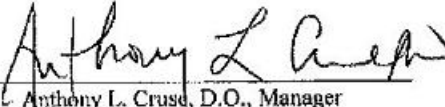
OKLAHOMA CENTER FOR ORTHOPAEDIC & MULTI-SPECIALTY SURGERY, LLC

By: Southwest Ambulatory Surgery Center, L.L.C.,  
its sole member

By   
Name Richard Langenman Jr.  
Title Vice President

LANDLORD:

CRUSE-SIX, L.L.C.

By   
Anthony L. Cruse, D.O., Manager

**MASTER LEASE AGREEMENT**

*(OCOM Hospital and OCOM Physical Therapy)*

by and between

**GMR OKLAHOMA CITY, LLC,**  
a Delaware limited liability company,  
as Landlord

and

**CRUSE-TWO, L.L.C.,**  
an Oklahoma limited liability company,  
as Tenant

dated as of

\_\_\_\_\_, 2017

*8100 South Walker Avenue, Buildings B and C*  
*Oklahoma City, Oklahoma 73139*

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**ARTICLE I.  
LEASE DEFINITIONS AND SUMMARY**

- (a) **Landlord:** GMR OKLAHOMA CITY, LLC, a Delaware limited liability company
- (b) **Tenant:** Cruse-Two, L.L.C., an Oklahoma limited liability company
- (c) **Building:** OCOM Hospital: Building C, 8100 South Walker Avenue, Oklahoma City, Oklahoma 73139, and  
OCOM Physical Therapy: Building B, 8100 South Walker Avenue, Oklahoma City, Oklahoma 73139
- (d) **Premises:** Approximately 71,912 rentable square feet, as depicted on *Exhibit "A"*
- (e) **Term:** Five (5) years and \_\_\_ ( ) months.  
There shall be no renewal options
- (f) **Commencement Date:** \_\_\_\_\_, 2017
- (g) **Expiration Date:** February 28, 2022
- (h) **Minimum Monthly Rent:** **OCOM Rent** (to be paid directly by Subtenant):

_____, 2017-February 28, 2017	\$190,083.95 per month
March 1, 2017-July 31, 2017	\$191,240.31 per month
August 1, 2017-August 31, 2017	\$191,734.49 per month
September 1, 2017-February 28, 2018	\$192,729.27 per month
March 1, 2018-February 28, 2019	\$195,415.93 per month
March 1, 2019-July 31, 2019	\$196,595.54 per month
August 1, 2019-August 31, 2019	\$197,109.68 per month
September 1, 2019-February 28, 2020	\$198,144.65 per month
March 1, 2020-July 31, 2020	\$199,336.05 per month
August 1, 2020-August 31, 2020	\$199,860.47 per month
September 1, 2020-February 28, 2021	\$200,916.14 per month
March 1, 2021-July 31, 2021	\$202,199.46 per month
August 1, 2021-August 31, 2021	\$202,654.37 per month
September 1, 2021-February 28, 2022	\$203,731.16 per month

**Additional Minimum Monthly Rent** (to be paid by Tenant):

_____, 2017-February 28, 2018	\$69,550 per month
March 1, 2018-February 28, 2019	\$70,537 per month
March 1, 2019-February 29, 2020	\$71,540 per month
March 1, 2020-February 28, 2021	\$72,559 per month
March 1, 2021-February 28, 2022	\$73,594 per month

- (i) **Security Deposit:** None
- (j) **Tenant's address for notice:** 8100 S. Walker  
Oklahoma City, Oklahoma 73139  
Attention: Anthony L. Cruse
- (k) **Landlord's address for notice:** Global Medical REIT, Inc.  
4800 Montgomery Lane, Suite 450  
Bethesda, Maryland 20814  
Attention: Alfonzo Leon
- or at such other place as Landlord may hereafter designate in writing.
- (l) **Guarantor:** None
- (m) **Broker(s):** Tenant's Broker: None  
Landlord's Broker: None
- (n) **Use:** Short-stay hospital, rehabilitation, wellness or alternative care services, other healthcare services, ancillary services and related services including, without limitation, physician offices, administrative offices and pharmacies
- (o) **Parking:** All surface parking spaces at the Premises
- (p) **Subtenant** Oklahoma Center for Orthopedic & Multi-Specialty Surgery, LLC, an Oklahoma limited liability company
- (q) **OCOM Sublease** *Amended and Restated Building Lease* dated as of September 1, 2014 by and between Tenant, as "Landlord" and Subtenant, as "Tenant"

**ARTICLE II.  
PREMISES**

**2.1 The Premises.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, for the Term and upon the agreements, terms and conditions of this Lease. The Premises is depicted on *Exhibit "A,"* which is attached hereto and incorporated herein by this reference. The Premises has the address and contains the square footage specified in Article I above; *provided, however,* that any statement of square footage set forth in this Lease, or that may have been used in calculating any of the economic terms hereof, is an approximation which Landlord and Tenant agree is reasonable, no economic terms based thereon shall be subject to revision whether or not the actual square footage is more or less.

The Premises shall be leased by Tenant in "As Is," "Where Is" and "With all Faults" condition and without any representation, express or implied warranty of any kind or nature as to the condition, use or occupancy which may be made thereof and without any improvements or alterations by Landlord. Prior to the Commencement Date, Landlord caused a property condition assessment to be performed by a professional commercial property inspector for the Premises (the "**Assessment Report**"), which sets forth the results of such assessment and the inspector's recommended repairs and maintenance to the Premises, if any. A copy of the Assessment Report, which has been accepted by Landlord and Tenant, is attached as *Exhibit "B"* to this Lease. Landlord and Tenant acknowledge that the Assessment Report serves as conclusive evidence of the condition of the Premises as of the Commencement Date of this Lease.

No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease. If at any time any windows of the Premises are temporarily darkened or the light or view therefrom is obstructed, the same shall be without liability to Landlord and without any reduction or diminution of Tenant's obligations under this Lease.

Tenant hereby waives and disclaims any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Premises, the Building or the Project or the suitability of same for Tenant's purposes. Furthermore, Tenant expressly warrants and represents that Tenant has relied solely on its own investigation and inspection of the Premises, the Building and the Project in its decision to enter into this Lease and let the Premises, and the continuing possession of the Premises by Tenant conclusively establishes that the Premises, the Building and the Project were in good and satisfactory condition for the use intended by Tenant as of the Commencement Date.

**2 . 2 Landlord Reservation of Rights.** Landlord shall have no obligation, but hereby reserves the right, from time to time to install, use, maintain, repair, relocate and replace pipes, ducts, conduits, wires, and appurtenant meters and equipment for service to the Premises or to other parts of the Building which are above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Building which are located within the Premises or located elsewhere in the Building. In connection with any of the foregoing activities of Landlord, Landlord shall use reasonable efforts while conducting such activities to minimize any interference with Tenant's use of the Premises.

**2 . 3 OCOM Sublease.** The parties hereto acknowledge and agree that the OCOM Sublease is an absolute Triple Net Lease and that Tenant, as "Landlord" thereunder, contemplates that Subtenant is responsible thereunder for property taxes, insurance, and utilities, and furnishing all trade fixtures, equipment, furnishings, and expendables required by Subtenant in connection with its business and occupancy of the Premises as well as for all maintenance, cleaning, repairs, renovations, retrofitting, replacement and preservation of the Premises which are required to maintain the Premises in same order, condition and repair as of the Possession Date (the "**Possession Date Condition**"), as confirmed by the Assessment Report attached as *Exhibit "B"* to this Lease. Accordingly, notwithstanding anything herein to the contrary, the parties intend to the fullest extent possible that (a) such obligations shall be the obligations of Subtenant, and not the obligations of Tenant, (b) to the extent any such obligations are imposed on Tenant under this Lease, such obligations shall be coextensive with (and shall not exceed) Subtenant's obligations under the OCOM Sublease, and Subtenant's performance of such obligations under the OCOM Sublease shall satisfy Tenant's obligations under this Lease, and (c) if Subtenant fails to perform such obligations under the OCOM Sublease, such failure shall not constitute a default by Tenant under this Lease and Landlord's remedy shall be to reasonably direct Tenant to exercise on behalf of Landlord the rights and remedies to which Tenant, as "Landlord," is entitled under the OCOM Sublease as provided in this Section; *provided*, that in clarification of the foregoing, (i) nothing in this Lease is intended to limit or excuse Subtenant from performing any obligations under the OCOM Sublease, and (ii) Subtenant's failure to perform any obligations under the OCOM Sublease shall not excuse Tenant from its obligations to pay Additional Monthly Minimum Rent under this Lease.

Promptly upon becoming aware of facts or circumstances arising due to a noncompliance with the OCOM Sublease by Subtenant (a "**Subtenant Default**"), each of Landlord and Tenant shall promptly provide written notice to the other party of the Subtenant Default. Tenant, as sublandlord under the OCOM Sublease, shall take such action in response to a Subtenant Default as reasonably directed by Landlord; provided however, Landlord and Tenant shall reasonably cooperate with one another in coordinating the response to a Subtenant Default. Landlord and Tenant acknowledge and agree that Landlord shall have the right to reasonably direct the exercise of rights and performance of obligations of Tenant as sublandlord under the OCOM Sublease; provided however, Landlord shall indemnify, defend, and hold Tenant harmless from and against any liabilities incurred by Tenant arising, whether directly or indirectly, from Tenant taking action or inaction as sublandlord under the OCOM Sublease to the extent directed by Landlord in accordance with this Section.

## 2.4 **Parking**

(a) **Parking Rights.** Provided that Tenant shall not then be in Default under the terms and conditions of the Lease, Tenant shall have a license to use for the parking of standard size passenger automobiles, pick-up trucks, vans and sport utility vehicles all surface parking spaces at the Premises, including the number of non-exclusive and undesignated parking spaces, if any, set forth in the Basic Lease Information in the Parking Areas; *provided, however*, that Landlord shall not be required to enforce Tenant's right to use such parking spaces; and, provided further, that the number of parking spaces allocated to Tenant hereunder shall be reduced on a proportionate basis in the event any of the parking spaces in the Parking Areas are taken or otherwise eliminated as a result of any Condemnation (as hereinafter defined) or casualty event affecting such Parking Areas or any modifications made by Landlord to such Parking Areas. All unreserved spaces will be on a first-come, first-served basis in common with other tenants of and visitors, clients and/or customers (collectively, "**Visitors**") to the Building in parking spaces provided by Landlord from time to time in the Parking Areas. In the event Tenant is granted the use of exclusive and designated parking spaces, as indicated in the Basic Lease Information, then such spaces shall be located in the area(s) designated by Landlord from time to time.

(b) **Indemnification; Waiver.** The license granted hereunder is for self-service parking only and does not include additional rights or services. Neither Landlord nor its Agents shall be liable for: (i) loss or damage to any vehicle or other personal property parked or located upon or within such parking spaces or any Parking Areas whether pursuant to this license or otherwise and whether caused by fire, theft, explosion, strikes, riots or any other cause whatsoever; or (ii) injury to or death of any person in, on, about or around such parking spaces or any Parking Areas or any vehicles parking therein or in proximity thereto whether caused by fire, theft, assault, explosion, riot or any other cause whatsoever, and Tenant hereby waives any claim for or in respect to the above and against all Claims arising out of loss or damage to property or injury to or death of persons, or both, relating to any of the foregoing, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against all Claims which Landlord may incur in connection with or arising out of Tenant's or its Visitors' use of the Parking Areas pursuant to this Lease. Tenant shall not assign any of its rights hereunder and in the event an attempted assignment is made, it shall be void.

(c) **Governmental Fees.** In the event any tax, surcharge or regulatory fee is at any time imposed by any governmental authority upon or with respect to parking or vehicles parking in the parking spaces referred to herein, Tenant shall cause Subtenant to pay such tax, surcharge or regulatory fee as Additional Rent under this Lease, such payments to be made in advance and from time to time as required by Landlord (except that they shall be paid monthly with Additional Minimum Monthly Rent payments if permitted by such governmental authority).

(d) **Risk; No Bailment.** All motor vehicles (including all contents thereof) shall be parked in the spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles. Landlord shall have no liability whatsoever for any property damage or personal injury which might occur as a result of or in connection with the parking and use of motor vehicles in any of the parking spaces, and Tenant hereby agrees to defend Landlord and reimburse Landlord for any and all costs, claims, expenses, or causes of action which Landlord may incur in connection with or arising out of Tenant's use of the parking spaces pursuant to this Lease. It is further agreed that this Article shall not be deemed to create a bailment between the parties hereto, it being expressly agreed and understood that the only relationship created between Landlord and Tenant hereby with respect to the parking spaces is that of licensor and licensee, respectively.

**ARTICLE III.  
TERM AND COMMENCEMENT DATE**

**3.1 Term.** The term of this Lease (the "**Term**") shall commence on the Commencement Date as set forth in Article I of this Lease (the "**Commencement Date**") and shall terminate on the Expiration Date as set forth in Article I of this Lease (the "**Expiration Date**"), unless terminated earlier as provided in this Lease. Upon the Expiration Date of this Lease, or upon Tenant's payment in full of all monetary obligations under this Lease, (1) this Lease shall terminate, and (2) Tenant shall assign, and Landlord shall assume, Tenant's interest as "Landlord" under the OCOM Sublease, which shall thereafter continue in effect pursuant to its terms and conditions. If the OCOM Sublease terminates prior to the Expiration Date, this Lease also shall terminate; provided, however, Tenant shall be obligated to pay to Landlord as scheduled all remaining Additional Minimum Monthly Rent that would have been due and payable to Landlord through the Expiration Date of this Lease.

**3.2 Possession.** This Lease is being entered into concurrently with the closing of a purchase and sale transaction pursuant to which Landlord acquired the fee interest in the Premises from Tenant (the "**Closing**"). Accordingly, Tenant acknowledges that Tenant has been in possession of the Premises prior to the Commencement Date.

**ARTICLE IV.  
RENT**

**4.1 Minimum Monthly Rent.**

(a) **OCOM Rent.** The OCOM Rent portion of the Minimum Monthly Rent will be payable from the Base Rent to be paid by the Subtenant under the OCOM Sublease, which Subtenant will pay directly to Landlord pursuant to a rent direction letter in the form attached as *Exhibit "C"* to this Lease (the "**Rent Direction Letter**"). If Subtenant defaults in its obligation to pay the OCOM Rent to Landlord in accordance with the Rent Direction Letter, Tenant, as sublandlord under the OCOM Sublease, shall take such action in response to such Subtenant Default as reasonably directed by Landlord in accordance with Section 2.3 of this Lease.

(b) **Additional Minimum Monthly Rent.** Tenant covenants and agrees to pay to Landlord in lawful money of the United States of America without setoff, offset, deduction, prior notice, or demand, in advance on the first (1st) day of each calendar month beginning with the Commencement Date, Additional Minimum Monthly Rent, plus applicable city and state taxes. The obligation of Tenant to pay Additional Minimum Monthly Rent shall be independent of every other obligation contained in this Lease and shall be independent of any amounts paid by any subtenant, licensee or any other party in possession of the Premises under the OCOM Sublease or any other sublease, license agreement or otherwise, and Tenant shall not be entitled to an offset against Additional Minimum Monthly Rent for any amounts due or to become due from Landlord. Notwithstanding any practice of Landlord from time to time of issuing to Tenant courtesy statements setting forth Additional Minimum Monthly Rent due, Tenant's obligation to pay Additional Minimum Monthly Rent by its due date shall not be conditioned on Tenant's receipt of any such statement. Landlord's acceptance of less than the correct amount of Additional Minimum Monthly Rent shall be considered a payment on account of the earliest Additional Minimum Monthly Rent due. No payment by Tenant or receipt by Landlord of a lesser amount than the Additional Minimum Monthly Rent then due shall be deemed to be other than on account of the Additional Minimum Monthly Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Additional Minimum Monthly Rent or pursue any other remedy provided in this Lease. In addition, Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed on Additional Minimum Monthly Rent or Additional Rent by any city, county, state or other governmental authority, which payments shall be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease and shall be paid to Landlord concurrently with the payment of Additional Minimum Monthly Rent or Additional Rent upon which such tax is based. Tenant may prepay Additional Minimum Monthly Rent in whole or in part at any time, and from time to time during the term of this Lease, without any prepayment premium or penalty.



**4.2 Proration.** If the Commencement Date is other than the first (1st) day of a month, Additional Minimum Monthly Rent for that month will be prorated on a per diem basis and will be payable on the Commencement Date for the initial partial month, and the Expiration Date will be extended by the remainder of any partial calendar month in which the Commencement Date occurs.

**4 . 3 Additional Rent.** All payments other than Additional Minimum Monthly Rent required of Tenant under this Lease shall constitute additional rent ("**Additional Rent**") due and payable within ten (10) days of written demand. "**Rent**" shall mean all monetary obligations of Tenant under this Lease.

**4.4 Operating Expenses; Property Taxes; Insurance**

( a ) **Operating Expenses.** Except as expressly set forth in this Lease, Tenant shall cause Subtenant to pay all costs of operation, management, maintenance, repair and replacement of the Building, the Premises, parking areas, real property, and improvements of which the Premises are a part.

(b) **Taxes.** Tenant shall cause Subtenant to pay all property taxes and directly as and when due and payable to the applicable taxing authority.

Landlord agrees to submit tax bills for the Premises to Tenant within at least thirty (30) days prior to the date the taxes on such tax bills are required to be paid to the taxing authority, and Tenant shall cause Subtenant to pay such taxes directly to the taxing authority prior to the date such taxes are due without penalties or fees. At the time Tenant (or Subtenant) pays such taxes, Tenant shall concurrently provide (or cause Subtenant to provide) Landlord with reasonable evidence of such payment.

(c) **Insurance.** Tenant will carry and maintain, at Tenant's expense, or shall cause Subtenant to carry and maintain, insurance in the types and amounts specified in Article 6 of the OCOM Sublease or such other industry standard amounts as Landlord may from time to time reasonably request, with insurance companies and on forms reasonably satisfactory to Landlord or which are otherwise industry standard.

**4.5 Excise and Personal Property Taxes.** Each month, with the payment of Additional Minimum Monthly Rent, Tenant shall pay to Landlord as Additional Rent the amount of any transaction privilege, sales, use, gross proceeds, occupancy, rental or other excise tax or assessment whatsoever then due on account of (or measured by) any amounts payable under this Lease by Tenant (or the receipts thereof by Landlord). If an audit by any taxing authority should at any time result in an assessment of additional taxes with respect to the foregoing, Tenant shall pay the amount of such taxes to Landlord within ten (10) days of written demand. This obligation shall survive the expiration (or earlier termination) of the Lease and shall be enforceable by Landlord as a debt thereafter. Tenant shall also report and pay directly to the applicable governmental authority all transaction privilege, sales, excise, employment and personal property taxes assessed against or imposed upon any improvements, alterations, personal property or trade fixtures of Tenant contained in, located about or used in connection with the Premises, and with respect to any sales, service, professional or other business activities conducted by Tenant on the Premises (collectively "**Tenant's Taxes**"). Upon receipt of written request from Landlord, Tenant shall furnish for Landlord's inspection, within thirty (30) days, official receipts of the appropriate taxing authority or other proof satisfactory to Landlord evidencing payment of Tenant's Taxes.

**4 . 6 Late Charges and Interest.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any ground lease, mortgage or trust deed covering the Premises. Accordingly, if any installment of Additional Minimum Monthly Rent or other payment required of Tenant hereunder is not paid within five (5) days following the date due, Landlord may, at its option, charge Tenant a late charge ("**Late Charge**") equal to ten percent (10%) of the overdue amount as liquidated damages to compensate Landlord for potential inability to meet financial obligations and the additional expense of handling delinquent payments (the exact amount of Landlord's injury being impractical to calculate). At Landlord's option, any sum not paid by Tenant when due shall also bear interest at the rate specified in Section 21.2 from date due until paid in full. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Landlord's acceptance of a late charge (or interest) shall not waive the underlying delinquency or bar the exercise of other remedies for non-payment under this Lease. Landlord's acceptance of a delinquent payment without a late charge (or interest) shall not waive the right of Landlord to impose or collect a late charge or interest on a subsequent delinquent payment. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Additional Minimum Monthly Rent, then notwithstanding Section 4.1 or any other provision of this Lease to the contrary, Additional Minimum Monthly Rent shall, at Landlord's option, become due and payable quarterly in advance.

**4 . 7 Standby Letter of Credit.** On or before the Commencement Date, Tenant shall deliver to Landlord an irrevocable standby letter of credit ("**Letter of Credit**") addressed to Landlord as beneficiary and issued by a financial institution reasonably acceptable to Buyer in an amount equal to the Additional Minimum Monthly Rent that Tenant is obligated to pay to Landlord under this Lease from the Commencement Date to the Expiration Date of this Lease, less the Holdback Amount (as defined below). The terms of the Letter of Credit shall be agreed to by Landlord and Tenant prior to the Commencement Date, and the Letter of Credit shall be deposited with American Eagle Title Insurance Company (the "**Escrow Agent**") on the Commencement Date, to be held by Escrow Agent in compliance with the Post-Closing Escrow Agreement (as defined below). If Tenant fails to pay Additional Minimum Monthly Rent when due under this Lease and such default is not cured within any applicable notice and cure period, Landlord shall have the right to draw on the Letter of Credit for payment of Additional Minimum Monthly Rent by giving written notice to Tenant and the Escrow Agent, and submitting to Escrow Agent, for delivery to the issuer of the Letter of Credit, a drawing certificate in the form attached to the Letter of Credit. The amount of the Letter of Credit shall be reduced annually as the remaining Additional Minimum Monthly Rent to be paid by Tenant under this Lease is reduced. The Letter of Credit shall be released and cancelled upon payment in full of all Additional Minimum Monthly Rent due to Landlord under this Lease. If the Letter of Credit has an annual expiration date or an expiration date other than the Expiration Date of this Lease, Tenant shall cause the Letter of Credit to be renewed at least ninety (90) days prior to such expiration date. At the Closing (as defined in Section 3.2 of this Lease), Escrow Agent shall retain a portion of the Purchase Price equal to **Two Hundred Twenty Thousand Seven Hundred Eighty-Two and No/100 Dollars (\$220,782.00)** (the "**Holdback Amount**"), in an escrow account to be held by Escrow Agent pursuant to a post-closing escrow agreement to be executed and delivered at Closing by Landlord, Tenant, and Escrow Agent. The Holdback Amount shall be held and disbursed by Escrow Agent and applied to the last three (3) months of Additional Minimum Monthly Rent due under this Lease in compliance with the Post-Closing Escrow Agreement.

**4.8 Time and Place of Payment.** All amounts to be paid by Tenant hereunder shall be paid to Landlord, on or before 5:00 p.m. local time by deposit into the account set forth on Schedule 4.8 attached hereto, or at such other place as Landlord may from time to time designate in writing.

**4.9 Triple Net Lease – Intent.** Landlord and Tenant understand and agree that this Lease is what is commonly known in the commercial real estate industry as a ‘Net, Net, Net Lease’ or ‘Triple Net Lease’. Tenant recognizes and acknowledges, without limiting the generality of any other terms or provisions of this Lease, that it is the intent of the parties hereto that the Subtenant under the OCOM Lease shall be responsible for payment of all costs, expenses and obligations of any kind or nature associated with operating and maintaining the Premises, including real estate taxes, liability and property insurance costs, except where same are expressly and solely the obligation of Landlord, and all amounts to be paid by Tenant hereunder as Rent shall be net to Landlord.

**4.10 Rent Coverage Ratio Requirement.** [Reserved]

**4.11 Reporting Requirement.** [Reserved]

#### **ARTICLE V. LEASEHOLD IMPROVEMENTS**

**5.1 Construction Obligations.** Landlord shall have no obligation to construct, install or pay for the construction of any improvements to the Premises (the “**Leasehold Improvements**”).

**5.2 Landlord’s Property.** Unless otherwise provided in the OCOM Sublease, all of the Leasehold Improvements shall remain the property of Landlord upon expiration or earlier termination of the Lease. This extends to, but is not limited to, all cabinetry, wall coverings, floor coverings, window coverings, electrical and plumbing fixtures and conduits, lighting and the Leasehold Improvements placed upon, installed in or attached to the Premises.

#### **ARTICLE VI. USE RESTRICTIONS**

**6.1 Permitted Use.** Tenant shall cause Subtenant to use the Premises solely for the purpose set forth in Article I of this Lease. Landlord has not made any representations or warranties as to the suitability or fitness of the Premises for the Use, the conduct of Tenant’s business, or for any other purpose. Tenant shall not use or permit the use of the Premises in a manner that creates waste or a nuisance, or that materially disturbs owners and/or occupants of, or causes damage to, neighboring premises or properties. By its execution of this Lease, Tenant represents that, to Tenant’s knowledge, the execution and delivery by Tenant hereof upon the terms described herein will not violate the terms and provisions of any agreement to which Tenant is a party or by which Tenant or any of its properties are bound, the violation of which may have a materially adverse effect on Tenant’s ability to perform its obligations under this Lease. Tenant shall be entitled to access the Premises 24 hours per day, 7 days per week.

**6.2 Obligations and Restrictions.** Tenant agrees that it will cause the Subtenant under the OCOM Sublease at its sole expense, to:

(a) Strictly comply with all statutes, ordinances, orders and regulations of all federal, state, municipal and other government authorities and all rules and standards of any medical or professional associations having jurisdiction over Tenant or Subtenant which pertain to Tenant’s or Subtenant’s occupancy or use of the Premises.

(b) Affirmatively determine and strictly comply with all applicable municipal, county, state or federal statutes, ordinances, or regulations concerning discharge and disposal of chemicals and other "hazardous wastes," whether defined by local, state or federal agencies, which are utilized or generated by Tenant's or Subtenant's activities, and comply with Section 8.2 of the OCOM Sublease with respect to "hazardous materials" as defined in the OCOM Sublease ("**Hazardous Substances**"). In any event, Tenant or Subtenant shall not discharge into the Building's sanitary sewer system any such chemicals, hazardous wastes, or other noxious, infectious or offensive fluids or solids in violation of any applicable laws.

(c) Comply with all of the terms and conditions of this Lease.

(d) Not engage in any activity in or about the Premises that is prohibited by standard form fire insurance policies or that will cause a cancellation of, or an increasing of the premium for, any such insurance policy covering the Building or any part of the Building.

(e) Not use or permit the Premises to be used in any manner that will constitute waste or a nuisance or jeopardize the structural integrity of the Building or any part thereof.

(f) Without limiting the other provisions of this Article VI, Tenant or Subtenant shall be responsible, at its sole cost and expense, for handling, removing and disposing of all medical and infectious waste in accordance with the requirements of all applicable laws and local, state and federal agencies, authorities and governmental units (collectively, "**Governmental Authorities**").

## ARTICLE VII. UTILITIES AND JANITORIAL SERVICES

**7.1 Utilities Services.** Tenant acknowledges that Landlord shall have no obligation to provide any utilities services to the Premises. Tenant shall contract, or shall cause the Subtenant under the OCOM Sublease to contract, directly for all utilities services for the Premises and shall pay all Utilities Costs directly to the various utility service providers providing such utility services to the Premises. As used in this Lease, "**Utilities Costs**" shall mean all actual charges for utilities for the Premises of any kind, including but not limited to water, sewer and electricity, telecommunications and cable service, and the costs of heating, ventilating and air conditioning and other utilities as well as related fees, assessments and surcharges. Tenant, at its sole cost and expense, shall or shall cause the Subtenant under the OCOM Sublease to repair, maintain and replace the Tenant Utility Facilities. As used in this Lease, "**Tenant Utility Facilities**" shall mean and be deemed to include, but not be limited to, sanitary sewer lines and systems, gas lines and systems, heating, ventilating and air conditioning lines and systems, water lines and systems, fire protection sprinkler heads, lines and systems, and electric power and telephone and communication lines and systems serving the Premises.

**7.2 Interruption.** Landlord shall not be liable for any damages arising from or caused by any stoppage or interruption of utility or services supplied to the Premises or Building by reason of riot, strike, fire, flooding, labor disputes, energy shortage, inability to obtain supplies or materials from the usual source of supply, inevitable accident or breakdown, or for the stoppage to or interruption of any such services for the purpose of making routine or necessary maintenance and repairs, or by any other reason beyond the control of Landlord. No such stoppage or interruption shall relieve Tenant from its obligation to pay the full amount of Rent due from Tenant under this Lease or constitute or be construed as a constructive or other eviction of Tenant.

7.3 **Tenant's Utility Consumption.** Landlord makes no representation with respect to the adequacy or fitness of the air-conditioning or ventilation equipment in the Building to maintain temperatures which may be required for, or because of, any equipment of Tenant.

**ARTICLE VIII.  
CONDITION OF PREMISES**

8.1 **Tenant's Acceptance.** Tenant, having been in possession prior to the Commencement Date as set forth in Section 3.2, is conclusively deemed to have accepted the Premises in its "AS IS, WHERE IS, WITH ALL FAULTS" condition. THERE ARE NO WARRANTIES GIVEN OR ADOPTED BY LANDLORD, EXPRESS OR IMPLIED. LANDLORD DISCLAIMS ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE. Tenant acknowledges that it has accepted the Assessment Report attached as *Exhibit "B"* to this Lease and that no representation, statement or warranty, express or implied, other than those expressly contained in this Lease, have been made by or on behalf of Landlord as to the condition of the Premises or as to the use that may be made of the Premises.

8.2 **Assumption of Risk.** The use of the Premises, the Leasehold Improvements, and Tenant's trade fixtures, equipment and personal property by Tenant, its employees and invitees, shall be at Tenant's sole risk. Tenant hereby waives all claims against Landlord for loss, injury, or damage to all persons and property on the Premises from any cause whatsoever, unless Landlord is deemed to have been grossly negligent or to have engaged in willful misconduct.

8.3 **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that so long as Tenant pays Rent and observes and performs all the terms, covenants, and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, and Tenant's possession will not be disturbed by anyone claiming by, through, or under Landlord.

**ARTICLE IX.  
MAINTENANCE, REPAIRS, ALTERATIONS, TRADE FIXTURES**

9.1 **Tenant's Responsibilities**

( a ) The parties hereto acknowledge and agree that the OCOM Sublease is an absolute Triple Net Lease and that Tenant, as "Landlord" thereunder, contemplates that Subtenant is responsible thereunder for furnishing all trade fixtures, equipment, furnishings, and expendables (including, but not limited to, light bulbs, paper goods, soaps, etc.) required by Subtenant in connection with its business and occupancy of the Premises as well as for all maintenance, cleaning, repairs, renovations, retrofitting, replacement and preservation of the Premises (both structural and non-structural, including any Tenant Utility Facilities), which are required to maintain the Premises in same order, condition and repair as of the Possession Date (the "**Possession Date Condition**"), as confirmed by the Assessment Report attached as *Exhibit "B"* to this Lease, ordinary wear and tear and casualty damage excepted.

( b ) In addition, Tenant shall cause Subtenant to comply with Subtenant's obligations under Section 8.2 of the OCOM Sublease with respect to Hazardous Substances. Tenant, in keeping the Premises in Possession Date Condition, shall and shall cause Subtenant to maintain the Premises in accordance with the standards set forth in Article 13 of the OCOM Sublease.

**9.2 Landlord's Responsibilities.** Tenant acknowledges that Landlord shall have no obligation to maintain, alter, remodel, improve, repair, renovate, redecorate or paint all or any part of the Premises or perform any capital repairs and/or replacements with respect to the Premises.

**9.3 Alterations.** Tenant shall not, without Landlord's prior permission, make, or allow Subtenant to make, any alterations or improvements to the Premises that require the permission of Tenant, as "Landlord" under the OCOM Sublease, without Landlord's prior written approval. Any permitted alterations or improvements shall be made at Tenant's or Subtenant's sole expense, in compliance with the provisions in Article 14 of the OCOM Sublease.

**9.4 Trade Fixtures and Equipment.** Tenant shall (at Tenant's own expense) or shall cause the Subtenant under the OCOM Sublease to provide, maintain, repair and replace all trade fixtures, equipment and furniture required by Tenant or Subtenant to operate its practice or otherwise required under the OCOM Sublease. All such trade fixtures, equipment and furniture shall remain the property of Tenant or Subtenant, subject to Landlord's lien thereon and any security interest provided for in Article 27 of the OCOM Sublease.

**9.5 Liens.** Tenant shall not permit any mechanic's, materialmen's or other liens (each, a "**Lien**") to be filed against the Building, the Premises or Tenant's leasehold interest therein. Tenant, at its sole expense, or at the expense of Subtenant if such Lien arises as the result of materials or labor furnished for or on behalf of Subtenant, shall cause any such Lien to be released or shall obtain a surety bond in the minimum amount required by law to discharge any such Lien in accordance with the provisions in Article 15 of the OCOM Sublease. If Tenant fails to cause any such Lien to be so released or bonded within thirty (30) days after Tenant's receipt of notice thereof, Landlord, without waiving its rights and remedies based on such failure, may cause such Lien to be released by any means Landlord reasonably deems proper, including payment in satisfaction of any claim giving rise to such Lien. Tenant shall pay or shall cause Subtenant to pay to Landlord as Additional Rent, within thirty (30) days after Tenant's receipt of an invoice from Landlord, any sum paid by Landlord to remove any such Lien, together with interest at the rate prescribed herein from the date of such payment by Landlord until paid by Tenant. Tenant shall have the right to contest any such Lien in good faith provided that Tenant provides reasonable security in connection therewith. Notice is hereby given that Landlord shall not be liable or responsible to persons who furnish materials or labor for or in connection with the Premises or the Building on behalf of Tenant, and Landlord shall have the right at all reasonable times to post on the Premises or the Building and record any notices of non-responsibility which it deems necessary for protection from such Liens.

#### **9.6 Compliance with Laws**

( a ) Tenant shall comply and shall cause Subtenant to comply, at its expense, with any and all valid and applicable laws, rules, orders, ordinances, regulations and other requirements, present or future, affecting the Premises, Building or Land that are promulgated by any and all Governmental Authorities having jurisdiction over the same, to the extent the same shall affect or be applicable to Tenant or Tenant's (or Subtenant or Subtenant's) use or occupancy of the Premises.

( b ) The Parties agree and acknowledge that it is their mutual intent that: (i) this Lease and any and all payments and/or other actions hereunder shall be in full compliance with any and all applicable laws and regulations, including, without limitation, such laws and regulations applicable to real estate investment trusts, healthcare providers and non-profit organizations, and (ii) nothing herein is intended to or shall be construed to establish any present or future economic or other arrangement in violation of any laws or regulations, including, without limitation, the Medicare/Medicaid Anti-Kickback statute, Section 1877 of the Social Security Act (the "**Stark Act**"), the Federal Physician Self-Referral laws, and various state laws applicable to healthcare providers and their relationships with physicians and other providers.

**ARTICLE X.  
ENTRY AND INSPECTION BY LANDLORD**

**10.1** **Entry.** Provided that Landlord complies with the requirements in Article 20 of the OCOM Sublease, Landlord, Landlord's agents and any person requested by Landlord shall have the right (without liability) to enter the Premises at all reasonable times (upon prior notice which is reasonable under the circumstances) for purposes of discharging Landlord's obligations under this Lease, inspection to determine compliance with this Lease, showing the Premises to prospective tenants, buyers, and lenders, exercising all other rights under this Lease, and any other lawful purpose. Landlord shall have the right to enter the Premises without notice, and to use any and all means to obtain entry to the Premises, in the event of an emergency for which Landlord reasonably deems advance notice would not be practicable. Any such entry to the Premises by Landlord shall not cause an abatement of rent or otherwise constitute forcible or unlawful entry into or detainer of the Premises or an eviction of Tenant from the Premises or any portion thereof.

**ARTICLE XI.  
SIGNS**

**11.1** **Signs.** Tenant (or Subtenant) shall erect no signs on the Premises or the Building except in accordance with all applicable sign ordinances.

**ARTICLE XII.  
INDEMNIFICATION**

**12.1** **Indemnity.** Except for Landlord's gross negligence, willful misconduct, or breach of this Lease, Tenant shall indemnify, protect, defend and hold harmless the Premises, Building, Landlord and its agents and representatives, partners and lenders, from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or dealing with any act, omission or neglect of Tenant, its agents, contractors, or employees, and out of any Default or Event of Default by Tenant in the performance in a timely manner of any obligation on Tenant's part to be performed under this Lease. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Landlord) litigated and/or reduced to judgment, and whether well founded or not. In case any action or proceeding be brought against Landlord by reason of any of the foregoing matters, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. Except for Landlord's gross negligence, willful misconduct, or breach of this Lease, Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises and Project arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's obligations under the provisions of this Section 12.1 shall survive the expiration of the Term or earlier termination of this Lease. Landlord shall indemnify, protect, defend and hold harmless Tenant from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or dealing with any act, omission or neglect of Landlord or its agents, contractors or employees, and out of any Default or Event of Default by Landlord in the performance in a timely manner of any obligation on Landlord's to be performed under this Lease. Each of Landlord's and Tenant's obligations under the provisions of this Section 12.1 shall survive the expiration of the Term or earlier termination of this Lease.

**ARTICLE XIII.  
INSURANCE**

**13.1 Insurance Required.** Tenant shall ensure that Subtenant carries the insurance policies and coverages in the types and amounts set forth therein (including without limitation Section 6.1 of the OCOM Sublease) and shall cause Subtenant to have Landlord named as an additional insured on all liability insurance policies and as a loss payee on all property insurance.

**13.2 No Increase.** Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will any way increase the existing rate of or affect any fire or other insurance upon the Building or any of its contents, or cause cancellation of any insurance policy covering said Building or any part thereof or any of its contents or any adjacent buildings.

**13.3 Waiver of Subrogation.** Landlord and Tenant each hereby waives any right of recovery against the other and the authorized representatives of the other for any loss or damage that is covered or required by this Lease to be covered by any policy of insurance maintained with respect to the Premises or the Building or any operations therein, even though such loss or damage might have been occasioned by the negligence of such party. Each party shall cause insurance policies relating to this Lease, the Premises, or the Building to provide that such insurers waive all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policies.

**13.4 Exemption of Landlord from Liability.** Landlord shall not be liable for injury or damage to the persons or goods, wares, merchandise or other property of Tenant, Tenant's employees, contractors, patients, invitees or customers, or any other person in or about the Premises and/or the Building whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or Building, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord. Notwithstanding Landlord's negligence or breach of this Lease, Landlord shall under no circumstances be liable for injury to Tenant's business or for any loss of income or profit therefrom or for incidental, consequential, special or punitive damages. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises at Tenant's own risk. Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that any judgment against Landlord resulting from any default or other claim under this Lease shall be satisfied only out of the net rents, issues, profits and other income actually received from the operation of the Building, and Tenant shall have no claim against Landlord or its members, managers, partners, officers, employees or representatives or any of their personal assets for satisfaction of any judgment with respect to this Lease. In no event shall Tenant or any person claiming by, through or under Tenant have the right to levy execution against any property of Landlord's members, managers, partners, officers, employees or representatives, other than Landlord's property.

**ARTICLE XIV.  
FIRE OR OTHER CASUALTY**

**14.1 Damage: Repair.** If all or a substantial portion of the Premises is rendered untenantable or inaccessible by damage to all or any part of the Building from fire, the elements, accident, or other casualty (collectively, "**Casualty**") then, unless Landlord or Subtenant is entitled, and elects, to terminate this Lease pursuant to the provisions of Article 18 of the OCOM Sublease, Tenant shall use reasonable efforts to cause Subtenant, at its expense, to repair the Premises and/or Building, as the case may be, to substantially their former condition in accordance with the provisions in Article 18 of the OCOM Sublease. In the event of any Casualty of all or any part of the Premises, Tenant shall immediately: (A) notify Landlord thereof; and (B) deliver to Landlord all insurance proceeds received by Tenant (whether from policies carried by Subtenant or by Tenant) with respect to the Premises and/or Building, excluding proceeds for Tenant's furniture and other personal property, and Tenant hereby assigns to Landlord all rights of Tenant as "Landlord" under Article 18 of the OCOM Sublease to receive such insurance proceeds.



**14.2 Abatement.** In the event of a casualty, (i) there shall be no abatement of Rent or Additional Rent from the date of the Casualty through the date of substantial completion of the repair with regard to any portion of the Premises that Tenant is prevented from using by reason of such damage or its repair, and (ii) in no event shall Landlord be liable to Tenant by reason of any injury to or interference with Tenant's business or Tenant's personal property, alterations, additions or improvements to the Premises arising from a Casualty or by reason of any repairs to the Premises and/or the Building necessitated by the Casualty.

**14.3 Waiver.** Landlord and Tenant agree that the terms of this Lease and the OCOM Sublease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease, and hereby waive the provisions of any present or future statute to the extent inconsistent herewith. Tenant waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises.

**ARTICLE XV.  
ENCUMBRANCES**

**15.1 Landlord's Consent Required.** Neither this Lease nor any right to or interest in the Premises or any of the Leasehold Improvements or the Building may be encumbered by Tenant without the prior written consent of Landlord, and any such encumbrance shall be an Event of Default under this Lease.

**ARTICLE XVI.  
CONDEMNATION**

**16.1 Condemnation.** For purpose of this Article XVI, "**Condemnation**" shall mean (i) a taking by any public or quasi-public entity, whether by legal proceedings or otherwise, or (ii) a voluntary sale or transfer by Landlord under threat of condemnation or while legal proceedings for condemnation are pending.

**16.2 Termination.** If the Premises are totally taken by condemnation, or if a portion of the Premises is taken by condemnation, the provisions in Article 17 of the OCOM Sublease shall apply and Landlord shall have all rights of Tenant as "Landlord" under Article 18 of the OCOM Sublease.

**16.3 Award.** Landlord shall be entitled to and Tenant hereby assigns to Landlord the entire amount of any award in connection with the condemnation. Nothing in this paragraph shall give Landlord any interest in or preclude Tenant or Subtenant from seeking, on its own account, any award attributable to personal property or trade fixtures belonging to Tenant or Subtenant or for the interruption of Tenant's or Subtenant's business.

**ARTICLE XVII.**  
**SUBLEASE, TRANSFER OR ASSIGNMENT**

**17.1 Landlord's Consent Required.** Tenant shall not voluntarily or by operation of law assign, transfer, or sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, to any other person to occupy or use the Premises, or any portion thereof (a "**Transfer**"), without the prior written consent of Landlord, which consent shall be on such terms and conditions as Landlord requires, in its commercially reasonable discretion; *provided*, that Tenant may effect a Transfer without Landlord's consent to an entity whose net worth and creditworthiness meets or exceeds the creditworthiness of Tenant as of the date hereof, so long as Tenant provides Landlord with at least forty-five (45) days prior written notice of the proposed Transfer and all supporting documentation evidencing such creditworthiness as Landlord may reasonably require. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. A Transfer without such consent shall be void and shall, at the option of Landlord, constitute an Event of Default under this Lease. The consent of Landlord pursuant to this Section 17.1 to any Transfer shall not relieve Tenant of any of its obligations under this Lease including the obligation to pay rent. However, Landlord may consent to subsequent sublettings and assignments of the sublease or any amendments or modifications thereto without notifying Tenant or anyone else liable on the Lease or sublease and without obtaining their consent, and such action shall not relieve such persons from liability under this Lease or sublease. Notwithstanding anything herein to the contrary, Landlord acknowledges and hereby consents to the sublease of the Premises by Tenant to Subtenant pursuant to the OCOM Sublease; *provided*, that for the avoidance of doubt, Landlord's consent to the OCOM Sublease shall not relieve Tenant of the obligation to provide Landlord with any proposed amendments, waivers or side letter agreements to the OCOM Sublease for Landlord's prior approval (which may be withheld in its sole discretion).

**17.2 Notice of Sublease, Transfer or Assignment**

(a) Tenant shall notify Landlord of any desire to Transfer in writing to Landlord at least forty-five (45) days prior to the anticipated effective date of the Transfer, together with: (i) the name of the proposed subtenant or assignee; (ii) the nature of the proposed subtenant's or assignee's business to be carried on in the Premises; (iii) all of the terms and provisions of the proposed sublease or assignment; and (iv) such financial information as Landlord may reasonably request concerning the proposed subtenant or assignee. Tenant's failure to comply with the provisions of this Section 17.2 shall be an Event of Default of this Lease. Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Landlord's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or subtenant, including but not limited to the intended use and/or required modification of the Premises, if any, together with a non-refundable deposit of \$1,000 as reasonable consideration for Landlord's considering and processing the request for consent. Tenant agrees to provide Landlord with such other or additional information and/or documentation as may be reasonably requested by Landlord.

(b) In determining whether to reasonably consent to a proposed assignment or subletting, (i) it shall not be unreasonable for Landlord to withhold its consent to any such assignment or subletting if a proposed assignee's or subtenant's anticipated or proposed use of the Premises involves an increase in the generation, storage, use, treatment or disposal of any Hazardous Substance over that permitted Tenant or Subtenant hereunder immediately prior to such assignment, or pro rata if regarding a sublease of less than all of the Premises, or will in any way increase any potential risk or liability to Landlord arising out of or related to Hazardous Substances; and (ii) Landlord may consider, among other things, any or all of the following factors: (1) the reputation of the proposed assignee or subtenant (including any principals, partners or shareholders of such assignee or subtenant), including, without limitation, the reputation of the proposed assignee or subtenant for dishonesty, criminal conduct and unethical business practices; (2) whether the business experience and quality of business operations of the proposed assignee or subtenant is comparable to that of Tenant; (3) the credit history of the proposed assignee or subtenant; and/or (4) the intended use of the Premises by the proposed assignee or subtenant.

( c ) Any proposed assignment or sublease agreement shall contain provisions to the effect that (A) such assignment or sublease is subject and subordinate to all of the terms and provisions of this Lease and to the rights of Landlord and that the assignee or subtenant shall comply with all applicable provisions of this Lease; (B) such assignment or sublease may not be modified without the prior written consent of Landlord (not to be unreasonably withheld, conditioned or delayed); (C) if this Lease shall terminate before the expiration of such assignment or sublease, the assignee or subtenant thereunder will, solely at Landlord's option and only upon the express written notice of attornment from Landlord, attorn to Landlord and waive any right the assignee or subtenant may have to terminate the assignment or sublease or surrender possession thereunder as a result of the termination of this Lease; and (D) if the assignee or subtenant receives a written notice from Landlord stating that Tenant is in default under this Lease, the assignee or subtenant shall thereafter pay all rentals or payments under the assignment or sublease agreement directly to Landlord until such default has been cured. Any attempt or offer by an assignee or subtenant to attorn to Landlord shall not be binding or effective without the express written consent of Landlord. Tenant hereby collaterally assigns to Landlord, as security for the performance of its obligations hereunder, all of Tenant's right, title, and interest in and to any assignment or sublease now or hereafter existing for all or part of the Premises. Tenant shall, at the request of Landlord, execute such other instruments or documents as Landlord may request to evidence this collateral assignment.

**17.3 Rent.** Landlord may collect Rent directly from the assignees, subtenants, or other transferees; but no Transfer shall be deemed a waiver of Landlord's rights under this Article or the acceptance of the proposed assignee, subtenant occupant or transferee, or a release of Tenant from the further performance of the covenants obligating Tenant under this Lease. Notwithstanding any Transfer, Tenant shall remain fully and primarily liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. In the event of any assignment or sublease (other than the OCOM Sublease), Landlord shall receive as additional rent hereunder fifty percent (50%) of Tenant's Excess Consideration (as defined below) derived from such assignment or sublease. If Tenant shall elect to assign or sublet, Tenant shall use reasonable and good faith efforts to secure consideration from any such assignee or subtenant which would be generally equivalent to then-current market rent, but in no event shall Tenant's monetary obligations to Landlord, as set forth in this Lease, be reduced.

( a ) In the event of a sublease other than the OCOM Sublease, "**Excess Consideration**" shall mean all rent, additional rent or other consideration actually received by Tenant from such subtenant and/or actually paid by such subtenant on behalf of Tenant in connection with the subletting in excess of the rent, additional rent and other sums payable by Tenant under this Lease during the term of the sublease on a per square foot basis if less than all of the Premises is subleased, less marketing costs, attorneys' fees and brokerage commissions, if any, reasonably incurred by Tenant to procure the sublease, and the cost of any alterations made by Tenant specifically for the benefit of such subtenant.

( b ) In the event of an assignment, "**Excess Consideration**" shall mean key money, bonus money or other consideration paid by the assignee to Tenant in connection with such assignment, and any payment in excess of fair market value for services rendered by Tenant to assignee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to assignee in connection with such assignment, less marketing costs, attorneys' fees and brokerage commissions, if any, reasonably incurred by Tenant to procure the assignment, and the cost of any alterations made by Tenant specifically for the benefit of such assignee.

In either case, if part of the Excess Consideration shall be payable by the assignee or subtenant other than in cash, then Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord.

**17.4 Documentation.** If Landlord consents, or is deemed to have consented, to a Transfer, Tenant may thereafter enter into a written assignment or sublease with the subtenant or assignee, provided that (i) Landlord approves in advance the form and substance of the sublease or assignment agreement, which shall contain such other terms and conditions as Landlord shall require in its sole discretion, (ii) such assignment or sublease is executed within sixty (60) days after Landlord has given its consent to same, (iii) Tenant pays (or causes to be paid) all amounts owed to Landlord under this Article, (iv) there is no Event of Default under this Lease as of the effective date of the assignment or sublease, (v) there have been no material adverse changes (since the date on which Landlord's consent was given) with respect to the financial condition of the proposed subtenant or assignee or the business which said party plans to conduct on the Premises, and (vi) a fully executed original of such assignment or sublease (which shall state that the assignee or subtenant agrees to be bound by all of the terms, covenants and conditions of this Lease) is delivered promptly to Landlord. Tenant agrees to defend and indemnify fully Landlord with respect to all costs (including attorneys' fees expended by Landlord in connection with any such claim) and liability for compensation claimed by any broker or agent employed by Tenant in connection with any Transfer.

**17.5 No Termination of OCOM Sublease.** The mutual termination or cancellation of this Lease, or a termination hereof by Landlord for Event of Default by Tenant shall not work a merger, and shall operate as an assignment to Landlord of Tenant's interest under the OCOM Sublease.

**17.6 Definition of Sublease, Transfer or Assignment.** If Tenant is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary, or by operation of law, of the member, members, partner or partners owning 51% or more of the partnership or the limited liability company, or the dissolution of the partnership or limited liability company, shall be deemed a Transfer. If Tenant is a corporation, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of 51% of the value of assets of Tenant, shall be deemed a Transfer. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 51% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors. This paragraph shall not apply to corporations whose stock is traded through an exchange or over the counter. A Transfer of Tenant's interest in this Lease without Landlord's specific prior written consent shall be a Default curable after notice pursuant to Section 17.2. Notwithstanding anything herein to the contrary, Landlord hereby consents to Tenant's assignment of its rights and obligations under this Lease to an affiliate of Tenant so long as Anthony Cruse continues to hold, directly or indirectly, more than fifty percent (50%) of an ownership interest in any such affiliate and such affiliate remains subject to his control, and agrees that such assignment shall not constitute a Transfer as defined herein.

**17.7 REIT Protection.** Notwithstanding anything in this Lease to the contrary, (a) no assignment or subletting shall be consummated on any basis such that the rental or other amounts to be paid by the transferee or sublessee thereunder would be based, in whole or in part, on the income or profits derived by any person from the Building; (b) Tenant shall not consummate an assignment or subletting with any person in which Landlord owns, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the Internal Revenue Code of 1986, as amended [the "Code"]), (i) in the case of any person which is a corporation, stock of such person possessing 10 percent or more of the total combined voting power of all classes of stock entitled to vote, or 10 percent or more of the total value of shares of all classes of stock of such person, or (ii) in the case of any person which is not a corporation, an interest of 10 percent or more in the assets or net profits of such person; and (c) Tenant shall not consummate an assignment or subletting with any person or in any manner which could cause any portion of the amounts received by Landlord pursuant to this Lease or any assignment or subletting document to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or any similar or successor provision thereto or that could cause any other income of Landlord, or affiliate of Landlord, to fail to qualify as income described in Section 856(c)(2) of the Code. Consistent with the foregoing, Tenant shall first provide to Landlord in writing the name of the proposed transferee or sublessee, as applicable, and the terms of the assignment or sublease, as applicable, and Landlord shall within twenty (20) days of receipt review and approve such transaction as being in compliance with the terms of this Section 17.7.

**17.8 Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising from any sublease of all or a portion of the Premises heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations under this Lease; *provided, however,* that until a Event of Default (as defined in Section 19.1) shall occur in the performance of Tenant's obligations under this Lease, Tenant may, except as otherwise provided in this Lease, receive, collect and enjoy the rents accruing under such sublease. Landlord shall not, by reason of this or any other assignment of such sublease to Landlord, nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a Event of Default exists in the performance of Tenant's obligations under this Lease, to pay to Landlord the rents and other charges due and to become due under the sublease. Subtenant shall rely upon any such statement and request from Landlord and shall pay such rents and other charges to Landlord without any obligation or right to inquire as to whether such Event of Default exists and notwithstanding any notice or claim from Tenant to the contrary. Tenant shall have no right or claim against said subtenant, or, until the Event of Default has been cured, against Landlord, for any such rents and other charges so paid by said subtenant to Landlord.

(b) In the event of an Event of Default by Tenant in the performance of its obligations under this Lease, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such sublease; *provided, however,* Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to such sublandlord or for any other prior Defaults or Event of Defaults of such sublandlord under such sublease.

(c) Any matter or thing requiring the consent of the sublandlord under a sublease shall also require the consent of Landlord herein.

(d) No subtenant shall further assign or sublet all or any part of the Premises without Landlord's prior written consent.

**17.9 Assignment by Landlord.** Landlord may freely assign, sell or otherwise transfer the Premises or this Lease, or Landlord's interest hereunder, without Tenant's consent.

#### **ARTICLE XVIII. SUBORDINATION/ATTORNMEN**

**18.1 Subordination.** Tenant's interest under this Lease shall be subordinate to both the priority and terms of the lien of any ground lease, deed of trust or other construction or permanent mortgage financing (hereinafter collectively referred to as "**Mortgage Financing**") now or hereinafter recorded by Landlord against the Premises or on the land or Building of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that until a lender becomes the owner of the Premises, if ever, no lender holding the lien of any such Mortgage Financing (a "**Security Device**") shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease, but that in the event of Landlord's default with respect to any such obligation, Tenant will give any lender whose name and address have been furnished Tenant in writing for such purpose notice of Landlord's default and allow such lender thirty (30) days (or if more than thirty (30) days is required to effect such cure, such additional time as may be necessary) following receipt of such notice for the cure of said default before invoking any remedies Tenant may have by reason thereof. If any lender shall elect to have this Lease and/or Tenant's rights hereunder superior to the lien of its Security Device and shall give written notice thereof to Tenant, this Lease and such rights shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

**18.2 Modification Upon Refinance.** If at any time Landlord desires to obtain new Mortgage Financing for the land and Building of which the Premise are a part, Tenant agrees to reasonable amendments to the Lease as may be requested by a lender who proposes to fund such Mortgage Financing provided such amendments do not decrease Tenant's rights or Landlord's obligations, or increase Tenant's obligations under this Lease. Tenant further consents to an assignment of the Landlord's interest in this Lease to Landlord's lender as required under any Mortgage Financing now or hereafter recorded.

**18.3 Foreclosure Sale.** If the Premises or the Building or the land of which the Building or the Premises are a part is sold pursuant to a default under any underlying Mortgage Financing, or pursuant to a transfer in lieu of foreclosure, Tenant, at the mortgagee's or purchaser's election, shall not disaffirm this Lease but shall attorn to the mortgagee or purchaser, and if so requested enter in to a new lease for the remainder of the Lease Term, so long as such new lease does not decrease Tenant's rights or Landlord's obligations or increase Tenant's obligations beyond that under this Lease. In the event of such foreclosure and such election, such new owner shall not: (i) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership, or (ii) be subject to any offsets or defenses which Tenant might have against any prior landlord.

**18.4 Self-Operative.** This provision shall be self-operative; *provided, however,* Tenant agrees to execute and deliver, if Landlord shall so request, such further instruments (in recordable form) as are necessary to evidence Tenant's subordination agreement or otherwise subordinate this lease to the lien of any Mortgage Financing, to acknowledge Tenant's consent to assignment, and to affirm the attornment provisions set forth herein. Tenant's obligation to provide a subordination agreement under this Section 18.4 shall be conditioned on Tenant receiving from the holder of the Security Device commercially reasonable covenants of non-disturbance on such holder's form.

**18.5 Cooperation.** Tenant agrees to cooperate in good faith with Landlord and its lenders in connection with any financing by Landlord, including reasonably consenting to an amendment to the Lease, consistent with Sections 18.2 and 18.4, based upon a lender's good faith determination of any deficiencies in the Lease that cause the Lease not to be financeable; *provided* that any such amendment does not (a) materially decrease Tenant's rights or Landlord's obligations, (b) materially increase Tenant's obligations, or (c) affect Monthly Minimum Rents or Additional Rent.

#### **ARTICLE XIX. DEFAULT AND REMEDIES**

**19.1 Default.** The occurrence of any of the following shall constitute a "**Default**" or "**Event of Default**" by Tenant under this Lease:

(a) Tenant's failure to pay Additional Minimum Monthly Rent, Additional Rent, Late Charges, Interest or any other sum required by this Lease to be paid by Tenant on the date same is due, and such failure continues for ten (10) days after written notice thereof from Landlord;

(b) Tenant's failure to perform any other provision of this Lease that is not an obligation of Subtenant under the OCOM Lease, if the failure continues for thirty (30) days after written notice thereof from Landlord;

(c) If a petition or proceeding under the Federal Bankruptcy Act or any amendment thereto is filed or commenced by or against Tenant or any guarantor of this Lease, and if against Tenant or any guarantor, said proceedings shall not be dismissed within sixty (60) days following the commencement thereof;

(d) If Tenant is adjudged insolvent, makes an assignment for the benefit of its creditors or enters into a similar arrangement with its creditors;

(e) If a writ of attachment or execution is levied on Tenant's interest in the Premises and is not released or satisfied within sixty (60) days thereafter;

(f) If a receiver or trustee is appointed in any proceeding or action to which Tenant is a party with authority to take possession or control of the Premises or the business conducted thereon by Tenant;

(g) A Default or the occurrence of an Event of Default under any lease (other than this Lease), agreement or contract between Tenant and Landlord;

(h) Tenant's dissolution or liquidation; or

(i) The occurrence of any other event described as a Default or Event of Default elsewhere in this Lease, or any Exhibit or amendment hereto.

**19.2 Remedies.** Upon a default by Tenant under this Lease that does not constitute a Subtenant Default (as provided in [Section 2.3](#)), Landlord shall have the following remedies, which shall not be exclusive but shall be cumulative, and shall be in addition to any other remedies now or hereafter allowed at law or in equity:

(a) Landlord may terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord: (1) all Rent and other amounts accrued under this Lease to the date of termination of possession; and (2) all Additional Minimum Monthly Rent required hereunder to be paid by Tenant during the remainder of the Term. No such taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention has been given to Tenant by Landlord. Should Landlord at any time terminate this Lease by reason of any Default by Tenant, in addition to any other remedies it may have, Landlord may recover from Tenant as a debt, payable on demand, all losses Landlord may incur with respect thereto, including, without limitation, the expenses of recovering the Premises and the value (at the time of the Lease termination) of the economic value of the Lease for the remainder of the Term, all of such losses (and such debt) to be immediately due and payable from Tenant to Landlord upon written demand. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Landlord may reserve therein the right to recover all or any part thereof in a separate suit for such rent and/or damages. If a notice and grace period required hereunder was not previously given, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute authorizing the forfeiture of leases for unlawful detainer shall also constitute the applicable notice for grace period purposes required hereunder;

(b) Landlord may terminate this Lease at any time, and whether or not Landlord has exercised the rights as outlined in Section 19.2(a) above, repossess and enjoy the Premises as its former estate. Such forfeiture shall be wholly without prejudice to the right of Landlord to recover arrears of rent or damages for any antecedent breach of Tenant's covenants, obligations or agreements under this Lease, and provided further that, notwithstanding any such forfeiture, Landlord may recover from Tenant the economic value of the Lease for the remainder of the Term suffered by reason of this Lease having been terminated. No such action on the part of Landlord and no reentry or taking of possession of the Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless, at the time of or subsequent to such reentry or taking of possession, written notice of such intention has been given to Tenant;

(c) Subject to the rights of Subtenant under the OCOM Sublease, Landlord may re-enter and retake possession of the Premises, using such lawful force (against the Premises) as it may deem necessary and lawful for that purpose, without being liable in respect thereof or for any loss or damage occasioned thereby. Tenant hereby expressly releases Landlord from all actions, proceedings, claims and demands whatsoever for or in respect of any such forcible entry, or any loss or damage that may be sustained by Tenant in respect therewith;

(d) Landlord may remove all Tenant's personal property and trade fixtures (but not the personal property and trade fixtures of Subtenant) and store them all at Tenant's risk and expense; if Tenant fails to pay the cost of such storage after the property has been stored for a period of ninety (90) days, Landlord may sell such property at public or private sale, in a manner and at such times and places as Landlord in Landlord's sole discretion deems advisable, without prior notice to or demand upon Tenant for payment of any part of the cost of removal or storage. The proceeds of any such sale shall be applied (i) first, to the payment of the expenses of such sale, including, but not limited to, attorneys' fees actually incurred; (ii) next, to the payment of expenses for removal and storage of the property; (iii) next, to the payment of any other sums then due or to become due from Tenant to Landlord under the terms of this Lease; and (iv) last, the balance, if any, to Tenant. The remedy provided in this paragraph is in addition to, and not in lieu of, any rights or remedies Landlord may have pursuant to its statutory landlord's lien or any security interest established herein. Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and retaking possession of the Premises or removing and storing Tenant's personal property and/or trade fixtures, and Tenant agrees to indemnify, defend and hold Landlord harmless from and against any loss, liability, cost, expense or damage resulting from any such act. No reentry by Landlord shall constitute or be construed as a forcible entry by Landlord; and/or

(e) The expiration or termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term hereof or by reason of Tenant's occupancy of the Premises.

(f) Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed that except for Tenant's obligation to pay Additional Minimum Monthly Rent, which shall be secured by a Letter of Credit and the Holdback Amount as provided in Section 4.7 of this Lease, the liability of Tenant to Landlord (or any person or entity claiming by, through or under Landlord) for any Default by Tenant under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises shall be recoverable only from Tenant's leasehold interest under the OCOM Sublease, and Tenant (and its members, managers, partners, officers, employees or representatives) shall not be personally liable for any deficiency.



**ARTICLE XX.  
SECURITY MEASURES**

**20.1 Security Measures.** Landlord shall have no obligation whatsoever to provide guard service or other security measures to the Premises or Building, and Tenant assumes all responsibility for the protection of the Premises and Tenant's property, its employees, agents, and invitees from the acts of third parties. Tenant agrees that in no event shall Landlord be liable for the effectiveness of any guard service, alarms, locked or secured entries to the Premises or Building or any other security measures, or for any supplemental security measures installed or required by Tenant applicable to the Premises.

**ARTICLE XXI.  
MISCELLANEOUS**

**21.1 Estoppel Certificates.** From time to time, Tenant, within ten (10) business days after notice, shall execute and deliver to Landlord, in recordable form, a certificate stating that this Lease is in full force and effect (as modified, if applicable, and stating the modification) and confirming any other information whatsoever reasonably requested by Landlord to establish the terms and status of the terms created by this Lease. Any purchaser or mortgagee may rely on this estoppel certificate. If Tenant fails to deliver the requested certificate within the ten (10) business day period, Landlord may prepare, execute and deliver the certificate on behalf of Tenant to any third party (who is expected to rely thereon) and Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact (coupled with an interest) with full power to do so.

**21.2 Interest Rate.** Except where specified to the contrary elsewhere in this Lease, any payment of money required of Tenant, if not paid when due, shall bear interest at an annual rate equal to the greater of 5% over the published prime commercial borrowing rate of the Bank of America, N.A., adjusted daily, or 12% per annum, whichever is greater.

**21.3 Default by Landlord; Liability of Landlord.** In the event of any breach or default by Landlord in the performance of its obligations under this Lease, Tenant shall give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days (plus such additional reasonable period if more than thirty (30) days shall be required because of the nature of the default, provided that Landlord has commenced the curing of such default within such thirty (30) day period and is proceeding diligently thereafter) in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. Any claims by Tenant against Landlord shall be limited to the extent of Landlord's interest in the Building, notwithstanding any Applicable Law to the contrary. Furthermore, Tenant expressly waives any and all rights to proceed against the individual partners, members, officers, directors or shareholders of Landlord. Tenant agrees that if Landlord sells the Building, Landlord shall immediately and automatically be relieved from all liability under the Lease with respect to events occurring after Landlord's sale of the Building. Tenant agrees that if any Security Deposit or prepaid rents have been paid by Tenant, Landlord may transfer or credit the Security Deposit or prepaid rent to Landlord's successor, and upon such transfer or credit Landlord shall immediately and automatically be discharged from further liability for the same. The term "Landlord" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the tenant's interest in the prior lease. In the event of a transfer of Landlord's title or interest in the Premises or in this Lease, Landlord shall deliver to the transferee or assignee (in cash or by credit) any and all prepaid rent held by Landlord at the time of such transfer or assignment. Upon such transfer or assignment, the prior Landlord shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by "Landlord", except for obligations and/or covenants arising from events happening prior to such transfer or assignment. The obligations and/or covenants in this Lease to be performed by Landlord shall be binding only upon Landlord as defined in this [Section 21.3](#).

**21.4 Binding Effect.** This Lease shall extend to and bind the respective heirs, personal representatives, successors, and permitted assigns of the parties.

**21.5 No Venture/Partnership.** This Lease shall not be construed to make Landlord a partner or joint venturer of Tenant, the relationship between Landlord and Tenant with respect to this Lease being solely that of landlord and tenant.

**21.6 Choice of Law and Venue.** This Lease and its performance shall be governed by the laws of the **State of Oklahoma**, without regard to any conflicts of laws of choice of law provisions thereof. The parties agree that any court action relating to this Lease shall be instituted and prosecuted only in a court of competent jurisdiction in **Oklahoma County, Oklahoma** and each party waives its rights, if any, to institute or prosecute suit in any other forum than **Oklahoma County, Oklahoma**.

**21.7 Notices.** All notices demands and communications of any kind to be given to either party hereunder must be given in writing at the appropriate address indicated herein, and must be given only by one of the following methods: (i) personal delivery, (ii) depositing the same in the United States mail, postage prepaid, certified, return receipt requested, or (iii) reputable air courier service which provides written evidence of delivery. Any notice required to be given under this Lease shall, on the front of each envelope in upper case letters, in a black bolded font of a size not less than 10-point type, state words that indicate the type of notice enclosed and its urgency. For example, if a party is notifying the other party of a default under this Lease, the party giving such notice shall type the words: "URGENT: NOTICE OF DEFAULT".

The parties may from time to time change the location for notices by giving written notice to the location then in effect for giving written notices under this Lease.

**21.8 Construction.** The parties agree that each party has reviewed this Lease and has had the opportunity to have counsel review the same, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease or any amendments or any exhibits hereto. Wherever appropriate in this Lease, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

**21.9 Attorneys' Fees.** Tenant shall pay to Landlord all amounts for all costs (including reasonable attorney's fees) incurred by Landlord in connection with any breach, Default or Event of Default by Tenant under this Lease or incurred in order to enforce the terms or provisions of this Lease. Landlord shall pay to Tenant all amounts for all costs (including reasonable attorney's fees) incurred by Tenant in connection with any breach or default by Landlord under this Lease or incurred in order to enforce the terms or provisions of this Lease. If any action is commenced to recover any sum under this Lease, or enforce any right or obligation under this Lease, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees, as fixed by the court and not the jury. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "**Prevailing Party**" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition to the foregoing award of attorneys' fees to the Prevailing Party, the Prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Lease into any judgment on this Lease. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Event of Default.

**21.10 Waiver.** No obligation, term, covenant, condition or agreement in this Lease (collectively, "**Obligation**") shall be deemed waived by Landlord unless such waiver is in writing and signed by Landlord. No waiver of an Obligation by Landlord will imply or constitute further waiver of that or any other Obligation. The failure of Landlord to: (i) seek redress for a breach of or default in, or (ii) insist upon the strict performance of, any Obligation or of any of the rules and regulations set forth herein or hereinafter adopted by Landlord shall not be deemed a waiver of any rights or remedies Landlord may have, and shall not be deemed a waiver of any subsequent breach of, or default in, such Obligation or such rules and regulations.

(a) **No Acceptance of Surrender.** No act or thing done by Landlord or Landlord's agents during the term of this Lease will be deemed an acceptance of surrender of the Premises, and no agreement to accept a surrender will be valid unless in writing, signed by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect.

(b) **No Waiver of Payment.** No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated Rent. No endorsement or statement on any check, or any letter accompanying any check or payment as Rent, will be deemed an accord and satisfaction. Landlord will accept the check for payment without prejudice to Landlord's right to recover the balance of such Rent or to pursue any other remedy available to Landlord.

(c) **No Consent to Sublet or Assignment.** If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant or the Subtenant under the OCOM Sublease, any collection by Landlord of Rent from the assignee, subtenant or occupant will not be deemed a waiver of the covenant of this Lease against assignment and subletting, or the acceptance of the assignee, subtenant, or occupant as a tenant, or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

(d) **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

**21.11 Integration; Amendments.** This Lease and any exhibits attached or to be attached hereto set forth the entire agreement between Landlord and Tenant concerning the Premises. Except as otherwise provided herein, no subsequent amendment to this Lease shall be binding unless reduced to writing and signed by the parties. If a provision of an addendum and the Lease are in conflict, the provision of the addendum shall govern.

**21.12 Severability.** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall not be otherwise affected, impaired or invalidated.

**21.13 Brokerage.** Tenant represents and warrants that it has dealt only with the broker(s) identified in Article I of this Lease and/or with Landlord and its direct employees, and no other broker or agent in connection with the negotiation or execution of this Lease. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all damages, losses, liabilities, costs, or expenses including without limitation all attorneys' fees and disbursements incurred by reason of any claim of a liability to any other broker or other person for commissions or other compensation or charges with respect to the negotiation, execution and delivery of this Lease. Landlord will pay Landlord's broker a commission in connection with this Lease pursuant to separate agreement between Landlord and Landlord's broker.

**21.14 Force Majeure.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reasons of acts of God, strikes, lockouts, labor troubles, civil disorder, inability to procure materials, restrictive governmental laws, regulations, or other cause without fault and beyond the control of the party obligated, performance of such acts shall be excused for the period of delay and then for a period of time reasonably necessary to perform the act; *provided, however*, nothing in this Section 21.14 shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder, except as may be expressly provided elsewhere in this Lease.

**21.15 Holding Over.** Tenant has no right to retain possession of the Premises or any part thereof beyond the Expiration Date or earlier termination of this Lease. If Tenant shall hold over after the Term (or Extended Term, if applicable), Tenant shall become a Tenant on a month-to-month basis at a minimum monthly rent equal to one and one half (1½) times the Additional Minimum Monthly Rent specified for the last month of the Lease; *provided, further*, that all the terms, covenants and conditions herein specified shall remain in full force and effect. This Lease shall terminate on the Expiration Date except with respect to obligations and liabilities of Landlord or Tenant hereunder, actual or contingent, which have arisen on or prior to the Expiration Date. On the Expiration Date, subject to the rights of the Subtenant under the OCOM Sublease, which shall continue in effect as a direct lease between Landlord and the Subtenant, Tenant shall surrender the Premises to Landlord in the condition in which the Premises were originally received from Landlord, except for ordinary wear and tear (and subject to Casualty or Condemnation as provided in Articles XIV and XVI of this Lease), together with all alterations, improvements or additions made during the Term pursuant to the terms of this Lease or the OCOM Sublease. This Lease shall terminate on the Expiration Date without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives any right of notice to vacate the Premises by Landlord, and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from Tenant in the event Tenant holds over to the same extent as if notice had been given. In addition, Tenant shall defend and reimburse Landlord for all losses, liabilities, claims, costs, expenses, damages and attorneys' fees incurred by Landlord based on Tenant not vacating the Premises by the Expiration Date.

**21.16 No Recordation.** Landlord and Tenant hereby and expressly agree that neither this Lease nor any memorandum hereof shall be recorded in any public office; however, a financing statement and any similar instrument or document evidencing and perfecting the security interest granted to Landlord hereunder may be properly recorded and filed in accordance with the provisions of the Uniform Commercial Code.

**21.17 Time is of the Essence.** Time is of the essence of this Lease and of every term, covenant, condition and obligation hereof.

**21.18 Waiver of Jury Trial.** Landlord and Tenant hereby knowingly, voluntarily and intentionally waive, to the extent permitted by applicable law, the right to a trial by jury in respect of any litigation based hereon, arising out of, under or in connection with this Lease or any documents contemplated to be executed in connection herewith or any course of conduct, course of dealings, statements (whether oral or written) or actions of either party arising out of or related in any manner to the Premises (including, without limitation, any action to rescind or cancel this Lease or any claims or defenses asserting that this Lease was fraudulently induced or is otherwise void or voidable). This waiver is a material inducement for Landlord to enter into and accept this Lease.

**21.19 Authorization.** If Tenant executes this Lease as a partnership, each individual executing this Lease on behalf of the partnership represents and warrants that he or she is a general partner of the partnership and that this Lease is binding upon the partnership in accordance with its terms. If Tenant executes this Lease as a corporation or a limited liability company, each of the persons executing this Lease on behalf of Tenant covenants and warrants that Tenant is a duly authorized and existing corporation or limited liability company in its home state, that Tenant has and is qualified to transact business in the **State of Oklahoma**, that the corporation or limited liability company has full right, authority and power to enter into this Lease and to perform its obligations hereunder, that each person signing this Lease on behalf of the corporation or limited liability company is authorized to do so, and that this Lease is binding upon the corporation or limited liability company in accordance with its terms.

**21.20 ADA.** Tenant hereby acknowledges that the Premises is subject to the Americans with Disabilities Act of 1990 and related rules and regulations (collectively, the "**ADA**") and that the ADA may require substantial modifications to the use and/or physical structure of the Premises. Tenant shall use reasonable efforts to cause Subtenant to modify the Premises as a result of any amendments or changes in the ADA occurring after the effective date hereof, in accordance with Article 8 of the OCOM Sublease.

**21.21 Counterparts.** This Lease may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's signature on this Lease or any amendment hereto may be provided by facsimile and shall be effective upon transmission to the other party hereto.

**21.22 Tenant's Representations and Warranties.** Tenant hereby represents, warrants and agrees that: (1) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease; (2) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (3) Tenant has no current offset or defense to Tenant's performance or obligations under the Lease.

**21.23 Multiple Parties.** Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Landlord or Tenant, the obligations of such multiple parties shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant.

**21.24 Covenants and Conditions.** All provisions of this Lease to be observed or performed by Tenant are both covenants and conditions.

**21.25 Survival.** All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the Expiration Date or which, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Lease, shall survive the termination or expiration of this Lease.

**21.26 Assignment of Rents.** If any part of the Premises is at any time subject to a first mortgage or a first deed of trust, and this Lease or the rentals due from Tenant hereunder are assigned by Landlord to a mortgagee, trustee or beneficiary ("**Assignee**" for purposes of this **Section 21.26** only) and Tenant is given written notice of the assignment including the post office address of Assignee, then Tenant shall give written notice of any default by Landlord to Assignee at the same time it gives such notice to Landlord, specifying the default in reasonable detail and affording Assignee a reasonable opportunity to make performance for and on behalf of Landlord. If and when Assignee has made performance on behalf of Landlord, the default shall be deemed cured.

**21.27 Business Day.** Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a holiday recognized by the federal government or a day on which national banks in the **Oklahoma County, Oklahoma** are authorized, or obligated, by law or executive order, to close.

**21.28 Guarantor.** [Intentionally Omitted.]

**21.29 Reservations.** Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights and dedications that Landlord deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easement right, dedication, map or restriction.

**21.30 Waiver of Right of Redemption.** Tenant waives any and all rights of redemption granted under any present and future laws in the event Landlord obtains the right to possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

**21.31 Matters of Record.** Tenant agrees that (i) as to its leasehold estate, it and all persons in possession or holding under it will conform to and will not violate the terms of any covenants, conditions, restrictions, easements, ground leases, mortgages or deeds of trust currently of record (collectively, "**Agreements**"), and (ii) this Lease is subordinate to the Agreements and any amendments or modifications thereto; *provided, however*, if the Agreements are not of record as of the date of this Lease, then this Lease shall automatically become subordinate to the Agreements upon recordation so long as the Agreements do not materially interfere with or prevent Tenant from using the Premises for the Permitted Use, and do not materially diminish the rights or materially increase the obligations of Tenant under this Lease. Tenant further agrees to execute and return to Landlord, within twenty (20) days of written demand by Landlord, an agreement in recordable form subordinating this Lease to the Agreements.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, the parties hereto signed this Master Lease effective the date first above written.

**Landlord:**

GMR OKLAHOMA CITY, LLC,  
a Delaware limited liability company

By: Global Medical REIT, LP,  
a Maryland limited partnership

By: Global Medical REIT Inc.,  
a Maryland corporation

By: \_\_\_\_\_  
Name:  
Its: Authorized Signatory

**Tenant:**

CRUSE-TWO, L.L.C.,  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

***EXHIBIT "A"***  
**DEPICTION OF PREMISES**  
*(see attached)*



***EXHIBIT "B"***  
**ASSESSMENT REPORT**  
*(see attached)*

**EXHIBIT "C"**

**RENT DIRECTION LETTER**

\_\_\_\_\_, 2017

Oklahoma Center for Orthopaedic & Multi-Specialty Surgery, LLC  
Attention: \_\_\_\_\_

8125 South Walker Avenue

Oklahoma City OK 73139

Re: Amended and Restated Building Lease dated September 1, 2014 ("Lease") between Cruse-Two, L.L.C. ("Landlord") and Oklahoma Center for Orthopaedic & Multi-Specialty Surgery, LLC ("Tenant")

Ladies and Gentlemen:

Landlord has entered into certain agreements pursuant to which Landlord has (1) sold to GMR \_\_\_\_\_, LLC ("Buyer") the Premises that Tenant leases from Landlord under the above-referenced Lease, and (2) entered into a Master Lease Agreement with Buyer (the "Master Lease"), pursuant to which Landlord will lease the Premises back from Buyer until February 28, 2022 (the "Master Lease Expiration Date").

Under the terms of the Master Lease Agreement, Landlord has agreed that all Monthly Rent due to Landlord under the Lease should be paid directly to Buyer during the term of the Master Lease, instead of being remitted to Landlord.

Landlord hereby notifies Tenant that commencing on \_\_\_\_\_, 2017, and continuing until the Master Lease Expiration Date or such time as Tenant receives written notice from Buyer or its successors and assigns, Tenant shall pay directly to Buyer, at such address and place as Buyer may designate, all Monthly Rent due to Landlord under the Lease and shall, in addition to sending copies of all notices to Landlord, send copies of all notices pursuant to the Lease to such person and place as Buyer may designate. Landlord and Tenant hereby confirm that all installments of Monthly Rent due under the Lease are due on the first day of each month.

Buyer hereby notifies Tenant that all Monthly Rent due to Landlord under the Lease on and after \_\_\_\_\_, 2017, shall be paid to Buyer, and if paid by wire transfer as follows:

or, if paid by check, by check made payable to \_\_\_\_\_, and sent to:

Copies of all notices, statements, reports and other information sent to Landlord under the Lease shall also be sent to Buyer at the following addresses:

This notice may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be the same instrument.

Please acknowledge receipt of this letter by signing the enclosed copy and returning the countersigned letter by email to \_\_\_\_\_ at \_\_\_\_\_.

LANDLORD:

CRUSE-TWO, L.L.C., an Oklahoma limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

GMR OKLAHOMA CITY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:  
OKLAHOMA CENTER FOR ORTHOPAEDIC  
& MULTI-SPECIALTY SURGERY, LLC,  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2017

Cc:

*Schedule 4.8*

**PAYMENT ACCOUNT**

NAME/ADDRESS: GMR Oklahoma City LLC Operating Acct  
4800 Montgomery Lane, Suite 450  
Bethesda, MD 20814

BANK NAME: Capital One Bank

ADDRESS: 275 Broadhollow Road  
Melville, NY 11747

ROUTING # 065000090

ACCOUNT # [ ]

ADDITIONAL INFO: OCOM Rent



**FOR IMMEDIATE RELEASE**

**GLOBAL MEDICAL REIT INC. PROVIDES ACQUISITION UPDATE**

**Company Announces Two Completed Acquisitions and Five Executed Purchase Contracts for an Aggregate of \$103.5 million**

BETHESDA, MD – February 1, 2017 – Global Medical REIT Inc. (NYSE:GMRE) (the “Company” or “GMR”), a Maryland corporation engaged primarily in the acquisition of licensed, state-of-the-art, purpose-built healthcare facilities and the leasing of these facilities to leading clinical operators with dominant market share, announced today that it closed two acquisitions during the first quarter of 2017 and has executed five purchase contracts, four of which were executed during the first quarter of 2017 and are previously unannounced. In total, the closed acquisitions and purchase contracts encompass nine buildings for an aggregate purchase price of \$103,455,000. Of the five purchase contracts discussed herein, the December 30, 2016 purchase contract for the Great Bend Regional Hospital (“GBRH”) was previously announced on January 4, 2017. Upon the successful closings of the acquisitions under purchase contract, GMR’s gross investment in real estate will be approximately \$310 million.

The closed acquisitions, discussed further below, include the Geisinger imaging center and clinic in central Pennsylvania (“Geisinger”) and the Southwest Florida Neurological & Rehabilitation Associates (“SWFNA”) building in Cape Coral, Florida. The five purchase contracts, also discussed further below, are for the purchase of a portfolio of three properties occupied by the Oklahoma Center for Orthopedic & Multi-Specialty Surgery (“OCOM”) in Oklahoma City, Oklahoma; Las Cruces Orthopedic Associates (“LCOA”) in Las Cruces, New Mexico; Thumb Butte Medical Center, a two-story clinic in Prescott, Arizona (“Prescott”); and the South Lake Heart & Vascular Institute in Clermont, Florida (“SLHVI”), and GBRH.

**Q1 2017 Closed Acquisition Highlight Table**

Property	City	State	Purchase Price	Square Feet	Cap Rate <sup>1</sup>
Geisinger	Lewisburg	PA	\$7,300,000	28,480	7.30%
SWFNA	Cape Coral	FL	\$7,250,000	25,814	7.33%

**Q1\* 2017 Executed Purchase Contract Highlight Table**

Property	City	State	Purchase Price	Square Feet	Cap Rate
LCOA	Las Cruces	NM	\$4,880,000	15,716	7.25%
Prescott	Prescott	AZ	\$4,500,000	12,000	8.08%
SLHVI	Clermont	FL	\$5,225,000	18,152	7.00%
GBRH*	Great Bend	KS	\$24,500,000	58,000	8.75%
OCOM	Oklahoma City	OK	\$49,800,000	100,401	7.10%

\* GBRH purchase contract was executed on December 30, 2016 and was previously announced on January 4, 2017

<sup>1</sup> Cap rates calculated based on current lease terms and do not give effect to future rent escalations.

David Young, GMR's Chief Executive Officer, stated, "I am happy to announce these acquisitions, which will add more than 258,000 square feet to our property portfolio once the acquisitions under purchase contract are closed, which we expect will occur in the first quarter. Following the expected closings, our gross investment portfolio will exceed \$310 million, encompassing approximately 924,000 square feet of leasable space. With two months still remaining in the first quarter, this gives us great momentum as we push toward covering our dividend."

Mr. Young continued, "I would also like to highlight the diversity of these acquisitions, from a geographic perspective along with the type of markets they serve. As we state at the outset of all of our announcements, we focus on the acquisition of properties that are leased to leading clinical operators with dominant market share. In building our portfolio, we have shown that these acquisition parameters apply in a wide variety of areas. In some cases, where markets are highly competitive, we may choose to add properties, such as "OCOM", with relatively lower cap rates than our overall corporate average when it serves our broader strategy. At the same time, we have been able to balance our overall portfolio with higher than average cap rate deals in less competitive areas, such as our recently-announced "Great Bend" acquisition, which carries a cap rate of 8.75%. We believe our strategy results in a well-diversified property portfolio which best positions us to build value for our shareholders over the long term."

#### **Geisinger – Lewisburg, PA**

On January 12, 2017 GMR closed the acquisition of a 28,480 square-foot clinic and imaging center, which is occupied by two affiliates of the Geisinger Health System. The first tenant, Geisinger Medical Center - Susquehanna Valley Imaging, occupies 17,265 square feet of space and provides imaging services including ultrasound, breast cancer screening and diagnosis, bone densitometry, computerized tomography (CT scan), digital mammography, fluoroscopy, magnetic resonance imaging (MRI), and x-ray. The second tenant, the Geisinger-Bucknell Center for Autism & Development Medicine, occupies the remaining 11,215 square feet of space.

#### **SWFNA – Cape Coral, FL**

On January 17, 2017 GMR closed the acquisition which includes a 25,814 square-foot medical office building located in Cape Coral, Florida. The property was built in 2007 by the Sybert Institute, Inc. (d.b.a. Southwest Florida Neurological Associates), which entered into a 10-year triple-net lease with GMR upon the closing of the transaction.

#### **LCOA – Las Cruces, NM**

The transaction includes a 15,716 square-foot, orthopedic and imaging clinic in Las Cruces, New Mexico. Built in 1987 and expanded in 2012, the center includes 20 exam rooms, an outpatient procedure room, two digital x-ray machines and two Tesla MRI scanners (open and closed). LCOA offers orthopedic, sports medicine, and pain management care, including minimally invasive surgery. Upon closing, LCOA will enter into a 12-year triple net lease with GMR, including four 5-year options.

**Prescott – Prescott, AZ**

The transaction includes a 12,000 square-foot, two-tenant clinic, with one tenant, Thumb Butte Medical Center, PLLC (TBMC), occupying 8,000 square feet and the second tenant, Ali Askari, MD PC (“Askari”), occupying the remaining 4,000 square feet. The first floor of TBMC includes 30 exam rooms, 7 restrooms, a pharmacy, waiting room, doctor offices, x-ray, and a medical assistant room. The second floor of TBMC includes 8 exam rooms, a reception area, a doctor’s office, a nuclear room and an echocardiography room. Upon closing, both TBMC and Askari will have their respective leases amended and restated as 10 year leases with two 7-year options.

**SLHVI – Clermont, FL**

With closing expected in February 2017, the SLHVI facility is an 18,152 square-foot clinic occupied by three separate tenants: Orlando Health, South Lake, and Vascular Specialists of Central Florida. Upon closing, the weighted average lease term will be 7.7 years, with two 5-year options collectively. The property, built in 2014, is used for cardiology, endocrinology, and vascular diagnostic services and is located on the South Lake Hospital Campus.

**OCOM – Oklahoma City, OK**

With closing expected in March 2017, OCOM consists of three buildings, totaling 100,401 square feet, for an aggregate purchase price of \$49,500,000. The buildings are 100% leased and occupied by the Oklahoma Center for Orthopedic & Multi-Specialty Surgery (“OCOM”). The three buildings include a 69,881 square-foot surgical hospital (the “Hospital”); a 20,434 square-foot physical therapy center (the “PT Center,” together with the Hospital, “OCOM South”); and a 10,086 square-foot outpatient ambulatory surgery center (“OCOM North”). Upon closing of the acquisition of OCOM South, GMR will assume the existing triple-net lease agreement, pursuant to which OCOM South is leased from Cruse-Two L.L.C., an Oklahoma limited liability company, to OCOM with a remaining initial lease term expiring September 1, 2033, subject to three consecutive five-year renewal options by the tenant. Upon closing of the acquisition of OCOM North, GMR will assume the existing triple-net lease agreement, pursuant to which OCOM North is leased from Cruse-Six, L.L.C., an Oklahoma limited liability company, as landlord to OCOM, as tenant, with a remaining initial lease term expiring on July 31, 2022, subject to two consecutive five (5)-year renewal options by the tenant.

Refer to the Company’s January 4, 2017 press release for a description of GBRH.

**About Global Medical REIT Inc.**

Global Medical REIT Inc. is a Maryland corporation engaged primarily in the acquisition of licensed, state-of-the-art, purpose-built healthcare facilities and the leasing of these facilities to leading clinical operators with dominant market share. The Company intends to produce increasing, reliable rental revenue by expanding its portfolio, and leasing its healthcare facilities to market-leading operators under long-term triple-net leases. The Company’s management team has significant healthcare, real estate and public real estate investment trust (“REIT”) experience and has long-established relationships with a wide range of healthcare providers. The Company intends to elect to be taxed as a REIT for U.S. federal income tax purposes commencing with its taxable year ended December 31, 2016.



## **Forward-Looking Statements**

This press release contains statements that are “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act, pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as “anticipate”, “believe”, “expect”, “estimate”, “plan”, “outlook”, and “project” and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Forward-looking statements should not be read as a guarantee of future performance or results, and will not necessarily be accurate indications of the times at, or by, which such performance or results will be achieved. Forward-looking statements are based on information available at the time those statements are made and/or management’s good faith belief as of that time with respect to future events. These statements relate to, among other things, the Company’s expectations regarding the completion of the acquisitions described in the press release on the terms and conditions described herein, the expected closing dates of these acquisitions; and the expected lease terms. These forward-looking statements are subject to various risks and uncertainties, not all of which are known to the Company and many of which are beyond the Company’s control, which could cause actual performance or results to differ materially from those expressed in or suggested by the forward-looking statements. These risks and uncertainties are described in greater detail in the Company’s filings with the United States Securities and Exchange Commission (the “Commission”), including, without limitation, the Company’s annual and periodic reports and other documents filed with the Commission. Unless legally required, the Company disclaims any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise. The Company undertakes no obligation to update these statements after the date of this release.

## **Contacts:**

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