LEASE AGREEMENT

between

City of Grand Junction
as "**Landlord**"

and

SCL Health Medical Group – Grand Junction, LLC, a Colorado limited liability company as "**Tenant**"

for

Dedicated Therapy Space within the Grand Junction Community Recreation Center

2844 Patterson Road, Grand Junction, CO

Lease Summary

This Lease Summary (the "**Lease Summary**") is made a part of the attached Lease. Each reference in the Lease to any term of this Lease Summary will have the meaning as set forth in the Lease.

Landlord: City of Grand Junction, with an address of 250 N 5th Street, Grand Junction, CO.

Tenant: SCL Health Medical Group – Grand Junction, LLC, a Colorado limited liability company, with an address of 36 South State Street, 21st Floor, Salt Lake City, UT 84111.

Premises: Dedicated Therapy Space of the Building, consisting of approximately +/- 2,900 rentable square feet ("**RSF**"). This space will be inside of the Grand Junction Community Recreation Center, which is referred to as the Building.

Building: The building owned by Landlord and located at 2844 Patterson Road, Grand Junction, CO.

Property: The real property owned by Landlord whereupon the Building and Premises are located.

Commencement Date: The earlier of (i) the date Landlord Substantially Completes Landlord's Work (as such terms are defined in **Exhibit C**), or (ii) the date that the Tenant receives a certificate of occupancy for the Premises and is able to commence business operations therein.

Initial Term: 10 years, beginning on the Commencement Date.

Expiration Date: The date that is 10 years following the Commencement Date, unless sooner terminated or extended as set forth in this Lease.

Extension Options: Three 5-year options.

Base Rent:

Period	Yearly Base Rent	Monthly Base Rent	Rate/RSF/Year
Months 1-12	$118,000.00	$9,833.33	$40.69
Months 13-24	$120,950.00	$10,079.17	$41.71
Months 25-36	$123,973.75	$10,331.15	$42.75
Months 37-48	$127,073.09	$10,589.42	$43.82
Months 49-60	$130,249.92	$10,854.16	$44.91
Months 61-72	$133,506.17	$11,125.51	$46.04
Months 73-84	$136,843.82	$11,403.65	$47.19
Months 85-96	$140,264.92	$11,688.74	$48.37
Months 97-108	$143,771.54	$11,980.96	$49.58
Months 109-120	$147,365.83	$12,280.49	$50.82

Annual Rent Escalation: 2.5%.

Operating Expenses: $50,000.00 per year with 2.5% annual escalations.

Parking: Tenant, at no additional cost, has a license on a first-come, first-served basis to use any non-reserved parking spaces serving the Property at no cost to Tenant together with an exclusive right to use five (5) reserved parking spaces associated with the Building.

Security Deposit: None.

Work Letter: Attached as **Exhibit C**.

Advance Payment: $0.00 (provided that Landlord has completed Tenant's vendor packet within 2 days of Lease execution, due within ten (10) days of mutual execution of the Lease, which amount is equal to, and applicable to, the first month's installment of Base Rent).

Permitted Use: For the operation of a therapy clinic (including physical therapy, occupational therapy, speech therapy, sports medicine, and primary care medical services) and any medical use, general office and other lawful activities normally incidental thereto.

Landlord Broker: None.

Tenant Broker: CBRE, Inc.

Exhibits:

Exhibit A – Depiction of Premises and Property
Exhibit B – Acceptance of Occupancy Agreement
Exhibit C – Work Letter
Exhibit D – Lease Term Extension Rider
Exhibit E – Form of SNDA
Exhibit F – Form of Estoppel

Intermountain Health

CITY OF Grand Junction COLORADO

LEASE AGREEMENT

Landlord and Tenant enter this Lease Agreement (the "**Lease**") on 4-2-24, 2024 ("**Effective Date**").

1. Premises. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, on an exclusive basis, and as more particularly described on **Exhibit A** incorporated herein by reference, together with the right to use of the Common Areas, as defined in Section 10, on the terms and subject to the conditions of this Lease. The parties agree that in this Lease any statement of RSF of the Premises, or any statement of RSF of the Building, are approximations and that such approximations are reasonable and are not subject to revision (nor will there be any adjustment to the annual or monthly installments of Base Rent, or any other provision of this Lease). The sole exceptions to the preceding sentence being that, if the Premises are physically expanded or contracted by reason of a subsequent agreement between Landlord and Tenant, or if the RSF of the Building is physically and permanently altered as the result of a casualty or Landlord's construction of additional rentable area, the Tenant's Share will be appropriately revised.

2. Term.

   (a) Initial Term. The term will commence on the Commencement Date and, unless sooner terminated or extended by the parties, will expire on the Expiration Date (the "**Term**"). "**Lease Year**" shall mean that twelve (12) month period beginning on the Commencement Date and each consecutive twelve (12) month period thereafter. Landlord will deliver possession of the Premises to Tenant on the Commencement Date unless otherwise provided herein.

   (b) Estimated Possession Date; Delay in Delivery. Landlord shall deliver possession of the Premises to Tenant with Landlord's Work Substantially Complete on or before May 1, 2026 (the "**Estimated Possession Date**"). As of the Possession Date (defined below), Landlord represents and warrants that the Premises, Building and all Building Systems (defined in Section 10) will be (i) in good working order and condition (and structurally sound with the roof and roof membrane in watertight condition); (ii) in compliance with all Laws (defined in Section 6), codes, rules and regulations, including without limitation, the Americans with Disabilities Act, and all laws relating to the presence or Hazardous Substances (defined in Section 7) on the Premises; (iii) free of latent and patent defects. If the Premises, Building or Building Systems (and any systems exclusively serving the Premises) do not comply with this warranty, Landlord agrees to perform, at its sole cost and expense, and not as Additional Rent (defined in Section 3(c)), all necessary work to bring the Premises, Building or Building Systems in compliance herewith. The date Landlord actually delivers the Premises in the condition required by this Lease will be referred to herein as the "**Possession Date**". If the Possession Date has not occurred by the Estimated Possession Date (the "**Outside Possession Date**") Tenant shall receive a day-for-day credit of Rent until the Possession Date actually occurs and Landlord will indemnify Tenant for all costs, losses, fees and expenses resulting from any delay to the Commencement Date unless due to a Tenant Delay (defined in **Exhibit C**). Promptly following the Commencement Date, the parties shall execute the form Acceptance of Occupancy Agreement attached as **Exhibit B** which shall conclusively establish the Commencement Date and expiration of the Term.

   (c) Early Access. If permitted by the applicable regulatory authorities, Landlord shall give Tenant and Tenant's agents and contractors reasonable access to the Premises beginning at least two (2) weeks prior to the Commencement Date to install Tenant's furniture, trade fixtures and equipment and to otherwise ready the Premises for Tenant's business operations. Landlord and Tenant shall coordinate and cooperate with each other so as to not interfere with the other's work being performed in the Premises.

During such early access of the Premises, Tenant shall have no obligation to pay any Rent or any other amounts under this Lease.

(d) Term Extension Rights. Tenant will have the right and option to extend the Term as set forth in the Lease Term Extension Rider attached as **Exhibit D**.

3. Rent.

(a) Rent. Tenant shall pay to Landlord Rent (collectively referred to as "**Rent**"), at the times and in the manner provided below. All Rent shall be paid in lawful money of the United States of America. Rent is payable without prior demand, setoff or deduction whatsoever, and without any abatement except as expressly permitted herein or by applicable Law. In the event the Commencement Date does not fall on the first day of the month, Base Rent and Additional Rent (each defined below) shall be prorated for any partial month, and Tenant shall pay for such proration on the first day of the month following the Commencement Date. Full and timely payment of the Rent will include annual payment for Tenant's patients to access the other areas of the Building on the day of the patient's therapy appointment including access to the track, fitness spaces and pools. Notwithstanding anything in this Lease to the contrary, Tenant will not be required to pay any Rent until Tenant opens the Premises for business operations and a certificate of occupancy has been received.

(b) Base Rent. Tenant shall pay to Landlord, via ACH the amounts set forth in the Lease Summary as Base Rent. Base Rent shall be payable in monthly installments as set forth in the Lease Summary, in advance on the first day of every month during the Term using Tenant's designated electronic platform, unless an alternative payment method is agreed to in writing by both Tenant and Landlord. If Landlord fails to enroll for such automated payment within thirty (30) days after the Effective Date, Tenant may delay payments until Landlord completes enrollment. To obtain electronic payment enrollment forms, please contact (peaks-leaseadministration@imail.org). If the Commencement Date begins other than on the first day of the month, Tenant shall pay proportionate Base Rent at the same monthly rate set forth herein (also in advance) for such partial month, and thereafter Base Rent shall be due on the first day of every month.

(c) Additional Rent. The term "**Additional Rent**" shall be defined to include the following: (i) costs of performance by Tenant of Tenant's covenants under this Lease and all sums beyond Base Rent owed by Tenant pursuant to the terms of this Lease or otherwise arising in connection with Tenant's use and occupancy of the Premises; (ii) costs of separately metered utilities or other separately billed services, including, without limitation, electricity, water and sewer that Tenant does not pay directly to the utility company; (iii) late charges, interest, attorney fees and costs, and reimbursements to Landlord for any sum advanced by Landlord to cure any default or discharge any obligation of Tenant hereunder; and (iv) in each calendar year after that in which the Commencement Date occurs, Operating Expenses in the amounts prescribed below. However, in no event shall Landlord be permitted to charge for more than 100% of the Operating Expenses actually incurred by Landlord such that Operating Expenses are not intended to operate as a profit mechanism.

(d) Operating Expenses. Landlord is required to pay, directly or indirectly, all Operating Expenses of the Building. If in any calendar year falling wholly or partly within the Term (including any renewals hereof), Landlord pays or incurs any Operating Expenses, Tenant shall pay Tenant's Share of the actual Operating Expenses as Additional Rent in accordance with the procedure described below. "**Operating Expenses**" means all operating expenses of any kind or nature which are actually incurred with respect to the operation and maintenance of the Building and Common Areas, including, but not limited to, custodial expenses, electricity, natural gas, trash/rubbish removal, recycling, public wireless internet, taxes, snow removal, landscaping, and general repair and maintenance of the Property. "**Tenant's**

Share" means $50,000.00 per year for the first Lease Year. Tenant's Share will increase by 2.5% each Lease Year thereafter. There shall be no property management (or similar) fees charged to Tenant for the Term or any extension thereof.

(e) Late Payments. Any amount not paid by Tenant when due may, at the Landlord's sole discretion, bear interest at the rate five percent (5%) per annum (such sum being the "**Interest Rate**") from the due date until paid in full. In addition, if Landlord has not received all Rent due from Tenant within five (5) days after the due date, Tenant, at Landlord's written request, shall pay to Landlord, as Additional Rent, a late payment charge equal to five percent (5%) of the overdue amount ("**Late Payment Charge**").

4. Use and Rules.

(a) Rules. The Premises shall be used only for the Permitted Use during the Term of this Lease or any extension thereof. Tenant will observe all reasonable rules and regulations that Landlord may promulgate from time to time with respect to the Premises so long as those rules and regulations do not negatively impact or unreasonably restrict Tenant's use of the Premises. Landlord reserves the right from time to time to make reasonable modifications to its rules and regulations, which modifications will be binding on Tenant upon delivery of a copy of the modified rules and regulations to Tenant if the modifications do not negatively impact or unreasonably restrict Tenant's use of the Premises. Notwithstanding the forgoing, in the event of a conflict between any such rules and regulations and the other terms of this Lease, the other terms of this Lease shall prevail.

(b) Exclusive Use. The following restrictions shall apply to the Property: (1) no person or entity may use any portion of the Property for any Prohibited Healthcare Use (defined below), except to the extent required by any applicable Law, and (2) no Prohibited Healthcare Provider (defined below) may purchase, lease, occupy, manage, or control (either directly or indirectly) any portion of the Property, except to the extent required by any applicable Law.

(i) "**Healthcare Services**" means diagnostic, therapeutic, rehabilitative, laboratory, respiratory therapy, physician therapy, or other medical or health-related services, whether office or clinical, whether in-patient or out-patient, by or under the supervision of physicians (or any affiliated provider), dentists, medical personnel, or other health care providers.

(ii) "**Prohibited Healthcare Use**" shall mean Healthcare Services that duplicate or compete with those provided by Tenant, including without limitation: (i) surgical services of any kind (inpatient or outpatient, including surgical centers); (ii) imaging services of any kind (inpatient or outpatient, including imaging centers and any radiology, radiographic, ultrasound, teleradiology, or x-ray services); (iii) birthing and cancer care services of any kind (inpatient or outpatient, including birthing centers); (iv) residential-care or other addiction-recovery or addiction treatment facilities (inpatient or outpatient); and (v) residential-care or other treatment facilities for troubled or "at-risk" youth (inpatient or outpatient).

(iii) "**Prohibited Healthcare Provider**" means, other than Tenant or any Tenant affiliate: (i) an acute care hospital provider or any subsidiary or affiliate of an acute care hospital provider; (ii) any organization or entity formed or existing for medically-related nonprofit or tax-exempt purposes; or (iii) a healthcare provider, physician, or physician group (or an entity controlled by a healthcare provider, physician, physician group), or any person engaged in, or any entity formed or existing for purposes of a Prohibited Healthcare Use.

5. Alterations.

(a) Alterations by Landlord. Landlord may from time to time, make repairs, replacements, changes or additions to the structure, Building Systems, facilities and equipment in the Premises or Building, or to the interior or exterior of the Building, provided that such repairs, replacements, changes or additions do not adversely affect Tenant's rights or expenses under this Lease. Landlord shall use commercially reasonable efforts to complete such repairs, replacements, changes or additions in a prompt and efficient manner, and shall minimize any interference with Tenant's access or enjoyment of the Premises.

(b) Alterations by Tenant. Tenant shall not make or allow any alterations, installations, additions or improvements (individually, an "**Alteration**" and collectively, "**Alterations**") in or to the Premises or the Building without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant, without Landlord's consent, may install Alterations which are estimated to cost less than $25,000.00, do not affect the Building's structural elements, and which are not visible from outside the Premises. Landlord's approval of plans for work performed by Landlord or Tenant shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency or compliance with any local, state or federal Laws. All Alterations made to the Premises by Tenant, including without limitation, all walls and partitions, cabinets, plumbing, paneling, carpeting, draperies, and light fixtures, shall be deemed a part of the Premises and shall be surrendered with the Premises. Tenant shall not be required to remove any Alterations at the expiration or earlier termination of the Lease.

(c) Contractors. All Alterations shall be performed in a good and workmanlike and first-class lien free manner, using new materials and in accordance with the plans and specifications submitted to and approved by Landlord as well as in accordance with all applicable local, state and federal Laws. All Alterations shall be performed by reputable and licensed contractors and subcontractors selected by Tenant, who shall perform and complete the proposed Alteration in a good and workmanlike lien free manner. All contractors and subcontractors performing the Alteration shall work in harmony with Landlord's contractors and subcontractors.

(d) Liens. Tenant will keep the Premises and the Property free and clear of all liens arising out of any work performed, materials furnished or obligations incurred by Tenant. If any such lien attaches to the Premises or the Property, and Tenant does not cause the same to be released by payment, bonding or otherwise within thirty (30) days after the attachment thereof, Landlord, without waiving its rights and remedies hereunder, will have the right but not the obligation to cause the same to be released, and any sums expended by Landlord in connection therewith will be payable by Tenant within thirty (30) days of demand with interest thereon from the date of expenditure by Landlord of 10% per annum. The obligations of Tenant under this Section will survive the expiration or earlier termination of this Lease.

(e) Trade Fixtures. Subject to the provisions of Section 6 and the foregoing provisions of this Section 5, Tenant may install and maintain any and all furnishings, fixtures, equipment, telecommunication, telephone, , or data lines, cables, wires, or conduits ("**Telecommunication Lines**"), antenna, or other equipment and related devices, associated with the transmission of data (either analog or digital) ("**Telecommunication Equipment**"), equipment and other trade fixtures in the Premises (collectively, "**Trade Fixtures**"). Landlord shall reasonably cooperate with Tenant's satellite or cable provider to ensure there is no delay in acquiring such services. Landlord shall use commercially reasonable efforts to ensure that any subsequent rooftop user does not impair Tenant's data transmission and reception and shall cooperate with Tenant in eliminating any interference caused by any other party using the roof. .

6. Compliance with Law. Both parties shall comply with any applicable local, state, and federal laws, ordinances, statutes, rules, regulations, executive orders, judgments, decrees, case law, and/or other determinations of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon such person or any of its property or to which such person or any of its property is subject ("**Laws**") throughout the Term.

Landlord represents and warrants to Tenant that as of the Commencement Date the Premises, the Building and the parking areas are in compliance with all Laws, including, without limitation, applicable zoning Laws and with all applicable instruments affecting title to the Premises. Landlord further represents that it has received no notices or communications from any public authority having jurisdiction alleging violation of any Laws relating to the Premises, the Building, or the Common Areas and has received no notices alleging violation of any title instrument. Without limiting the generality of the foregoing, Landlord represents that (i) the use of the Premises and the Building and improvements thereon for the Permitted Use is permitted by and will not violate private restrictions or applicable Laws, including without limitation zoning Laws, and does not constitute a "non-conforming use" thereunder and (ii) the Premises, the Building, and Common Areas comply with all applicable Laws relating to handicapped accessibility, including, without limitation, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§12101 et seq. (1990), as amended.

7. Medical Waste; Hazardous Substances.

(a) Hazardous Substances. Tenant will not use or permit any Hazardous Substances (defined below) to be generated, brought onto, used, stored, or disposed of in or about the Premises, the Property or the Building by Tenant or its representatives, agents, employees or contractors ("**Tenant's Representatives**") or Tenant's guests, customers, visitors, and invitees ("**Visitors**") except for quantities of substances that are normally associated with the Permitted Use or which are otherwise approved in writing by Landlord. Tenant will use, store, transport and/or dispose of all such Hazardous Substances in strict compliance with all Environmental Laws (defined below), and will comply at all times during the Term with all Environmental Laws. "**Hazardous Substances**" means (i) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Environmental Laws, (ii) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Environmental Laws, or (iii) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons. "**Environmental Laws**" means all existing or hereafter enacted or amended federal, state or local laws, common law, statutes or regulations relating to Hazardous Substances.

(b) Medical Waste. The removal, disposal, containment and destruction of all Medical Waste (as defined below) shall be the sole and singular responsibility of Tenant under all circumstances, and Medical Waste disposal shall not become the obligation of Landlord for any reason. Tenant shall contract for licensed and qualified services to handle and dispose of Medical Waste, which services shall comply with all applicable local, state and federal Laws. Tenant shall not permit undue accumulations of garbage, trash, rubbish or other refuse within the Premises and shall keep all refuse in proper containers until disposal of such refuse. Tenant shall not permit the mixing or disposal of any Medical Waste with the general office refuse and Landlord shall have no duty or obligation to remove any Medical Waste from the Premises. As used in this Lease, the term "**Medical Waste**" shall mean: (i) cultures and stocks of agents infectious to humans, and associated biologicals, including, but not limited to, cultures from medical laboratories, waste from the production of biologicals, discarded live and attenuated vaccines and culture dishes and devices used to transfer, inoculate and mix cultures; (ii) pathological wastes, including without limitation, tissue, organs and body fluids removed during medical procedures and specimens of body fluids and related containers; (iii) blood and body products such as discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing the same; (iv) medical devices or paraphernalia such as syringes, sutures, cotton swabs or pads, sponges, bandages, or wraps of any sort, or any other item which is utilized to treat any patient or other person for any medicinal, medical, diagnostic, or therapeutic reason or purpose; (v) any materials of any type or nature whatsoever that are radioactive to any degree, whether as the result of their manufacture, use, or application; (vi) any device, instrument or thing which has become infected, contaminated, diseased, or

otherwise exposed to harmful, contagious, or communicable organisms, bacteria, or other life form; and (vii) any virulent infectious wastes and materials, bandages, dressings, sharps, needles, syringes, lancets, human blood and blood products, bodily fluids, radioactive wastes, human tissues and any other medical wastes or by-products which pose risk of injury or disease to human beings.

(c) Tenant Indemnity. Tenant shall indemnify, defend and hold Landlord harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence after the Possession Date in, on, under or about the Premises of any Hazardous Substances caused by Tenant or its agents, servants, employees, guests, invitees or independent contractors; (ii) any discharge or release by Tenant or its agents, servants, employees, guests, invitees or independent contractors after the Possession Date in or from the Premises of any Hazardous Substances; (iii) Tenant's use, storage, transportation, generation, disposal, release or discharge after the Possession Date of Hazardous Substances to, in, on, under, about or from the Premises; or (iv) Tenant's failure to comply with any Environmental Laws.

(d) Landlord Representations. Landlord represents and warrants to Tenant that (i) to the best of Landlord's knowledge, there is no Hazardous Substances in, on, under or about the Premises or Building or the land on which the Building is located, including without limitation asbestos or mold, and (ii) Landlord has received no notice from any governmental or private entity relating to Hazardous Substances in, on, under or about the Premises, Building or the land on which the Building is located. Landlord hereby covenants and agrees that if Tenant discovers mold at the Premises, Building or the land on which the Building is located attributable to the period on or prior to the Commencement Date or which has been caused by anything other than by the acts or omissions of Tenant or Tenant's agents, servants, employees, guests, invitees or independent contractors, Landlord shall, upon written notice from Tenant, promptly remediate the mold. If Landlord shall not commence such remediation within five (5) days following written notice from Tenant, and Tenant determines, in Tenant's sole discretion, that such remediation is necessary for the safety of Tenant's patients and employees, Tenant may, at its option, cause such remediation work to be performed, at Landlord's cost and expense. Upon the completion of the remediation work, Tenant shall furnish Landlord with a written statement of the cost of the remediation work, and Landlord shall reimburse Tenant for such cost of such remediation work within ten (10) days of Landlord's receipt of Tenant's statement. Should Landlord fail to reimburse Tenant within the ten (10) day period, then Tenant may, at its option, offset such amount against Rent. Notwithstanding the foregoing, in the event that the remediation work cannot be substantially completed or is not completed within sixty (60) days of Tenant's written notice of the mold to Landlord and Tenant, in Tenant's reasonable discretion, is unable to utilize the Premises, Tenant may elect, at its sole discretion to (i) terminate this Lease upon thirty (30) days' written notice to Landlord or (ii) receive two (2) days of Rent abatement for each day from the date Landlord received the mold notice until the date of substantial completion of the mold remediation.

(e) Landlord Indemnity to the Extent Authorized by Law. Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant) and hold Tenant harmless, from and against any and all claims, liabilities, penalties, fines, judgment, forfeitures, losses, costs (including clean-up costs) or expenses (including reasonable attorney's fees, consultant's fees and expert's fees) for the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (a) the presence on or prior to the Commencement Date in, on, under or about the Premises, Building or the land on which the Building is located of any Hazardous Substances; (b) any discharge or release on or prior to the Commencement Date in or from the Premises or Building of any noxious or Hazardous Substances; (c) the use, storage, transportation, generation, disposal, release or discharge of Hazardous Substances by Landlord or its agents, servants, employees, guests, invitees, or

independent contractors to, in, on, under, about or from the Premises, Building or the land on which the Building is located; (d) Landlord's failure to comply with any Environmental Law; or (e) any Hazardous Substances to the extent not due to any act or omission of Tenant or its agents, servants, employees, guests, invitees or independent contractors. Landlord agrees to remediate, at Landlord's cost and expense, immediately upon receipt of notice from Tenant any condition described in (a) through (e) of the previous sentence. The indemnities set forth in this Section 7 shall survive termination or expiration of this Lease.

8. Common Areas.

(a) License. Common Areas are defined below in section 10. Landlord grants Tenant a license, together with all other occupants of the Building and their agents, employees and invitees, to use the Common Areas during the Term, subject to all Laws, encumbrances and any covenants, conditions and restrictions applicable to the Property. Landlord, at Landlord's sole and exclusive discretion, may make commercially reasonable changes to the Common Areas so long as Landlord does not interfere with Tenant's business operations and so long as the Common Areas are continually operated in a manner commensurate with Comparable Buildings (defined in Section 9(a)). Landlord's rights regarding the Common Areas include, but are not limited to, the right to temporarily close any portion of the Common Areas: (1) for repairs, improvements or Alterations, (2) to discourage unauthorized use, or (3) to prevent dedication or prescriptive rights. Landlord will schedule and program all spaces within the Building, except the Premises, for recreation or community-related activities during the Term. Any programming in the Common Areas provided by the Tenant will be in accordance with the Landlord's normal scheduling process.

(b) Maintenance. Subject to the terms and conditions of any encumbrances, Landlord will maintain and repair the Common Areas in a good, clean and presentable condition, with landscaped areas in a neat, thriving condition, reasonably free from ice and snow, adequately lighted when the Premises are open for business, and with proper facilities for drainage of surface water.

9. Maintenance and Repairs.

(a) Landlord's Maintenance Obligations; Annual Closure. Landlord, at Landlord's sole cost and expense, shall maintain and repair the Building (including the Premises of the Therapy Space) in a safe and sanitary condition, reasonably comparable to medical buildings of similar design, age, size and location in the Grand Junction, CO market ("**Comparable Buildings**"), and in compliance with all Laws. Furthermore, Landlord shall, at its sole cost and expense, maintain and keep in good order and repair and promptly make any necessary replacements to the roof, roof membrane, roof covering and appurtenances, concrete slab, footings, foundation, all structural components, exterior walls, Common Areas, exterior doors and windows, flooring (including floor covering), and all Building Systems, including, but not limited to, all utility lines, sprinkler, HVAC, plumbing, and electrical systems of the Building. If Landlord performs any activity in the Building or the Common Areas potentially affecting Tenant or the Premises after the Commencement Date, Landlord will provide Tenant with reasonable prior notice of such activity. Tenant hereby requires, and Landlord acknowledges and agrees, that all entries by Landlord into the Premises must be accompanied by a representative of Tenant, except in emergency circumstances when it is not possible to have a Tenant representative present. Landlord reserves the right to close the Property for up to ten (10) consecutive dates once per year to allow for deep cleaning and maintenance (the "**Annual Closure**"). Landlord will provide Tenant with at least six (6) months' prior notice of the Annual Closure. During the Annual Closure, Tenant will have access to the Premises for deep cleaning and maintenance tasks, but the Premises must be closed to the public throughout the Annual Closure.

(b) Tenant's Maintenance Obligations. Except for Landlord's obligations set forth above and except for any damage caused by the acts or negligence by Landlord or its agents, servants, employees, guests, invitees or contractors within the Premises, Tenant shall be responsible for any repair or maintenance occasioned by the negligence or willful misconduct of Tenant or Tenant's employees, agents or contractors. Any work on Tenant's signage or storefront that will require penetrations into the roof, exterior walls or concrete floor slabs shall not be commenced without the Landlord's prior consent, not to be unreasonably withheld, conditioned, or delayed.

(c) Tenant's Self-Help. Notwithstanding the provisions of this Section 9, if Landlord shall not commence repairs or make necessary replacements within seven (7) days following written notice from Tenant that such repairs or replacements are necessary, or within three (3) days following written notice from Tenant of roof leaks or other water damage or leaks, then Tenant may, at its option, cause such Landlord's repairs or replacements to be made and shall furnish Landlord with a statement of the cost of such repairs or replacements upon substantial completion thereof. However, in the event of an emergency condition within the Premises that threatens to cause imminent harm to persons or property, Tenant shall only be required to give Landlord twenty-four (24) hours' notice under the circumstances before performing repairs or maintenance that Landlord is obligated to make. Landlord shall reimburse Tenant for the cost of such repairs or replacements plus a service charge to cover Tenant's expenses in an amount equal to ten percent (10%) of the cost of such repairs or replacements within ten (10) days of the date of the statement from Tenant setting forth the amount due; provided, however, should Landlord fail to reimburse Tenant within the ten (10) day period, then Tenant may, at its option, offset such amount against subsequent Rent due under this Lease.

10. Utilities and Services.

(a) Description of Services. Landlord shall provide the Building (including the Premises) and all parking areas, access roads, driveways, entrances and exits, retaining walls, exterior facilities, landscaped areas, roads and pathways, common utility lines, storm water system, accommodation areas such as sidewalks, grass plots, ornamental planting, direction signs, and the like (collectively, the "**Common Areas**"), with all utilities, including water, sewage, electricity, gas and other utilities used in connection with the operation of the Building, as reasonably necessary for the uses permitted under this Lease (except to the extent any utilities are separately metered to the Premises, which Tenant shall directly obtain from the appropriate provider), all services, including but not limited to, janitorial and cleaning services (but for medical, hazardous, special and infectious waste removal including the maintenance and storage thereof which Tenant shall obtain directly from its provider), televisions satellite or cable service (but not any data, telephone, communication lines, hardware and related services which Tenant shall obtain directly from its provider), snow and ice removal, landscaping and maintenance as provided in Section 9(a) above. During normal business hours, Landlord shall supply (i) electrical services for lighting and equipment customarily used in a medical office facility, (ii) elevator service, if any (iii) hot and cold water for use in Building standard lavatories and building standard sinks in exam rooms and procedure rooms and (iv) a fire suppression system. Landlord shall supply the foregoing services and utilities in quantities consistent with Comparable Buildings. Tenant agrees to pay directly all separately metered utilities, if any, used by Tenant in the Premises. Tenant shall be solely responsible for and shall promptly pay all charges for telephone and other communication services.

(b) Excess Use. Tenant shall have access to the Premises 24 hours a day, 7 days per week, and 52 weeks per year (other than the Annual Closure). However, public access will be limited to Normal Business Hours, and Tenant shall be responsible for charges associated with Tenant's Excess Usage. "**Excess Usage**" shall mean usage of Building services, including but not limited to utilities and HVAC, outside Normal Business Hours or in excess of the amount of such services that Landlord reasonably determines to be typical for the Building. "**Normal Business Hours**" means 5:45 a.m. to 8:00 p.m. Monday through

Friday, 8:00 a.m. to 6:00 p.m. Saturday, 10:00 a.m. to 4:00 p.m. Sundays, excluding federal holidays which for purposes of this Lease shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If the use of equipment outside Normal Business Hours, or the anticipated use of the Premises, will result in Excess Usage on a sustained basis, then Landlord may install, at Tenant's expense, such special equipment as may reasonably be required to accommodate or monitor such Excess Usage. With respect to Excess Usage that is not measured by a submeter (such as, for example, use of HVAC outside Normal Business Hours) Tenant shall pay Landlord an hourly fee in such amount as Landlord shall reasonably charge from time to time, which hourly fee shall be based on the estimated costs to Landlord of providing for such Excess Usage. Tenant shall pay for all Excess Usage during the Term, as invoiced by Landlord from time to time. All invoices for Excess Usage shall be due and payable within thirty (30) days from receipt. If Landlord furnishes Tenant with services or utilities in quantities in excess of those normally provided in the Building by Landlord, Tenant shall pay Landlord Additional Rent for such additional usage, at rates established by Landlord from time to time. Such amount shall be paid by Tenant within ten (10) days after receipt of a statement from Landlord for such services. Tenant shall pay for installation, maintenance and operation of a "check meter" on the Premises to ascertain its consumption of electricity if Landlord so requests, and will pay charges for the actual consumption shown thereon at Landlord's cost, within ten (10) days after receipt of a statement from Landlord.

(c) Interruption of Services. Landlord may temporarily discontinue any services at such times as may be necessary or advisable for purposes of maintenance, repair, replacement, testing or examination. Landlord shall provide Tenant as much advance notice of service interruptions as is reasonably possible under the circumstances, and shall use reasonable efforts to both minimize disruption caused by scheduled service interruptions and where practicable to cause such scheduled service interruptions to occur outside of Normal Business Hours. If Landlord discontinues or is unable to provide the services which it is obligated to provide hereunder for reasons within Landlord's control, and the interruption of such services renders the Premises uninhabitable or unusable for the Permitted Use for a period of five (5) or more consecutive business days, the Base Rent shall be completely abated from the start of Tenant's inability to use such services and thereafter until the services are restored. Landlord shall not be required to supply backup or emergency power for Building Systems or Tenant's equipment. "**Building Systems**" means heating, ventilation, air conditioning, fire protection and life safety systems, power panels, electrical distribution systems, plumbing, gas distribution systems, lighting fixtures, and telecommunications wiring, conduit and equipment, other than those that serve the Premises exclusively and no other portion of the Building.

(d) Emergency. If Landlord is unable or unwilling to take action which it is obligated to take under this Section 10 where an emergency has occurred with respect to the Premises, then Tenant may take such action as is reasonably necessary to protect the Premises and persons or property in the Premises and the Landlord shall, within fifteen (15) days after written notice thereof from Tenant reimburse Tenant for its reasonable out-of-pocket expenses incurred in curing such emergency; provided, however, should Landlord fail to reimburse Tenant within the fifteen (15) day period, the Tenant may, at its option, offset such amount against Rent due under this Lease.

11. Indemnification.

(a) Indemnification. Tenant agrees to indemnify, hold harmless, and defend (collectively "indemnify" or "indemnification" or similar term as the context so requires) the Landlord and their respective officers, directors, representatives, agents, employees, and contractors from and against any and all damages, demands, costs, fines, penalties, losses, liabilities, claims, causes of action, government action/assessments, proceedings, lawsuits, and expenses, including reasonable attorneys' fees, costs and expenses reasonably incurred by the Landlord only in connection with, related to, or arising out of the

act or neglect of the Tenant, or its agents, servants or employees. This indemnification obligation does not pertain to any claim resulting from the negligent action or omission of the Landlord. Landlord shall indemnify, hold harmless, and defend Tenant and their respective officers, directors, representatives, agents, employees and contractors from and against any and all damages, demands, costs, fines, penalties, losses, liabilities, claims, causes of action, government action/assessments, proceedings, lawsuits, and expenses, including reasonable attorneys' fees, costs and expenses reasonably incurred by the Tenant only in connection with, related to, or arising out of the act or neglect of the Landlord, or its agents, servants or employees. This indemnification obligation does not pertain to any claim resulting from the negligent action or omission of the Tenant. Nothing in the Agreement shall be construed as waiving Landlord's use/protections of the Colorado Governmental Immunity Act.

(b) The indemnities in this clause shall survive the expiration or earlier termination of the Lease.

(c) Miscellaneous. The obligations of the parties under this Section 11: (i) are independent of, and will not be limited by, each other or any insurance obligations set forth in this Lease or comparative negligence statutes or principles or damages or benefits payable under workers compensation or other employee benefit acts, and (ii) will survive the expiration or earlier termination or this Lease until such time as all related Claims against the benefited parties are fully and finally barred by applicable Laws. All applicable Laws affecting the validity or enforceability of any portion of the waivers, releases and indemnities contained in this Section 11 are made a part of this Section 11, and will operate to amend such obligations to the minimum extent necessary to bring the provisions into conformity with applicable Laws and cause the provisions, as modified, to continue in full force and effect.

12. Insurance.

(a) Tenant's Insurance.

(i) Tenant will maintain in full force throughout the Term, the following minimum insurance coverage:

(1) Commercial general liability insurance providing coverage on an occurrence basis with limits of not less than One Million Dollars ($1,000,000.00) each occurrence for bodily injury and property damage combined, Three Million Dollars ($3,000,000.00) annual general aggregate.

(2) Property insurance on an "all-perils" basis covering Tenant's equipment, furniture, furnishings and personal property from time to time installed or placed in, on or upon the Premises, by or for Tenant (to the extent not covered under any property insurance maintained with respect to the Building by Landlord), in an amount not less than the actual cash value.

(3) Workers' Compensation Insurance as required by Law for all of its employees who work at or visit the Premises and Employers Liability Insurance

(4) Tenant shall ensure that its contractors will carry appropriate insurance coverage to cover any risks related to the contractor's acts, errors, and omissions in performing the work.

(ii) Notwithstanding anything to the contrary in this Lease, Tenant may, at its option, satisfy all or any part of the insurance requirements in this Lease through Tenant's self-insurance and risk management program. Any insurance requirements in this Lease are hereby deemed modified as

applicable and to the extent reasonably required in order to comply with such self-insurance practices and applicable Laws and regulations.

(b) Landlord's Insurance. During the Term, Landlord shall procure and maintain in full force and effect with respect to the Building, Common Areas and the land on which the Building is located (i) a policy or policies of property insurance (including, to the extent required, sprinkler leakage, vandalism and malicious mischief coverage, and any other endorsements required by the holder of any fee or leasehold mortgage and earthquake, terrorism and flood insurance to the extent Landlord reasonably deems prudent and/or to the extent required by any mortgagee) for full replacement value at the time of the loss, but in no event less than coverage as is required to avoid coinsurance provisions; (ii) a policy of commercial liability insurance in a minimum amount of $1,000,000.00 per claim and $3,000,000.00 in the aggregate for both bodily injury and property damage insuring Landlord's activities with respect to the Premises and the Building for loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Premises or the Building; and (iii) Worker's compensation insurance in compliance with statutory and federal Laws and requirements of hiring and working states with Employers Liability coverage with limits of One Million Dollars ($1,000,000.00) Bodily Injury by Accident (each accident), by Disease (each employee) and by Disease (policy limit). The minimum limits of policies of insurance required of Landlord under this Lease in no event limits the liability of Landlord under this Lease. All insurance policies must be issued by an insurance company having jurisdictional authority with an A.M. Best rating of not less than A-, VII. Landlord must deliver certificates of insurance to Tenant on or before the Commencement Date and annually thereafter within fifteen (15) days after the renewal or replacement of such policies. If Landlord fails to procure insurance, or to deliver certificates of insurance, then Tenant may, at its option, procure insurance policies for the account of Landlord, but only for the period of non-compliance, and the cost thereof must be paid by Landlord to Tenant within thirty (30) days after delivery of evidence of the cost of the policy.

(c) Property Insurance - Waiver of Subrogation. Landlord and Tenant each waive any right of recovery against the other(s) and the partners, members, shareholders, officers, directors and authorized representatives of the other for any loss or damage that is covered by any policy of property insurance maintained by either party (or required by this Lease to be maintained) with respect to the Premises or the Building or any operation therein. If any such policy of insurance relating to this Lease or to the Premises or the Building does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, the party maintaining such policy will obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against either party in connection with any claim, loss or damage covered by such policy.

13. Damage or Destruction.

(a) Landlord's Duty to Repair.

(i) If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to any part of the Property from fire or other casualty then, unless either party is entitled to and elects to terminate this Lease pursuant to Section 13(c) and Section 13(d), Landlord will, at its expense, use commercially reasonable efforts to repair and restore the Premises and/or the Building, as the case may be, to substantially their former condition to the extent permitted by then applicable Laws.

(ii) If Landlord is required or elects to repair damage to the Premises and/or the Building, this Lease will continue in effect. If Tenant is prevented from using any portion of the Premises by reason of such damage or its repair or due to damage to any fixtures or equipment within the Premises,

Rent will abate during the period Tenant is unable to use the Premises commencing on the date of damage and continuing until restoration is complete.

(b) Tenant's Duty to Repair. If any Alterations, Improvements, Trade Fixtures or Tenant's goods, inventory or personal property is damaged or destroyed, Tenant will repair and/or replace such damaged items as soon as possible after the restoration of the Premises, and will comply with all applicable Laws.

(c) Landlord's Right to Terminate. Landlord may elect to terminate this Lease following damage by fire or other casualty under the following circumstances:

(i) If, in the reasonable judgment of Landlord, the Premises and the Building cannot be substantially repaired and restored under applicable Laws within 180 days from the date of the casualty; or

(ii) If the fire or other casualty occurs during the last year of the Term.

If any of the circumstances described in subsections (i) or (ii) of this Section 13(c) occur or arise, Landlord will notify Tenant in writing of that fact within thirty (30) days after the date of the casualty and in such notice Landlord will also advise Tenant whether Landlord has elected to terminate this Lease as provided above; provided, however, Landlord will provide such notice to Tenant within sixty (60) days if the damage to the Building is not structural in nature and concerns less than 25% of the Building. If Landlord elects not to terminate this Lease, Landlord will specify in such notice the estimated completion date of the restoration of the Premises and/or the Building. Tenant acknowledges and agrees that any estimate of the completion date to repair and restore the Premises and Building are an estimate subject to force majeure.

(d) Tenant's Right to Terminate. If all or a substantial part of the Premises are rendered untenantable or inaccessible by damage to all or any part of the Property from fire or other casualty, then Tenant may elect to terminate this Lease under the following circumstances:

(i) Where Landlord fails to commence the required repairs within sixty (60) days after the date of the casualty, in which event Tenant may elect to terminate this Lease upon notice to Landlord given within ten (10) days after such 60-day period; or

(ii) If the estimated completion date of the restoration of the Premises is in excess of 180 days from the date of the casualty unless otherwise agreed to by the parties, in which event Tenant may elect to terminate this Lease by giving Landlord notice of such election to terminate within ten (10) days after Landlord's notice to Tenant pursuant to Section 13(c).

14. Condemnation. If the Premises, or any portion thereof, are taken by condemnation (including, without limitation, a permanent taking or a voluntary sale under the threat of condemnation), this Lease will terminate as of the earlier of the date that title to the property taken is vested in the public or quasi-public authority, private corporation or individual having the power of condemnation (the "**Condemnor**") or the date the Condemnor has the right to possession of the property being condemned (the "**Date of Condemnation**") as to that portion of the Premises that is taken. If the portion of the Premises remaining after the condemnation is unsuitable for Tenant's continued use as reasonably determined by Tenant, then Tenant may terminate this Lease upon 30 days' written notice to Landlord after the Date of Condemnation. If the entire Premises is not taken and the Lease is not terminated by Tenant as provided in this Lease, this Lease will remain in effect and Landlord will diligently proceed to repair and restore the Premises; provided, however, that Landlord's obligations to so repair and restore will be limited to the amount of any compensation, sums, or anything of value awarded, paid or received on a total or partial condemnation (collectively, "**Award**") received by Landlord. Landlord will not be obligated to repair or replace any Alterations, Improvements, Trade Fixtures, or Tenant's goods, inventory or personal property. From and after the Date of Condemnation, Tenant will not

be obligated to pay any Rent applicable to such portion of the Premises taken based upon the percentage of RSF in the Premises so taken from and after the Date of Condemnation. Tenant may pursue an award for Tenant's moving costs and other costs incurred from any such condemnation.

15. Assignment and Subletting.

(a) Transfer by Tenant. Except for a Permitted Transfer (as defined below), Tenant shall not assign this Lease, or sublet the Premises, or any part thereof, without Landlord's prior written consent which consent shall not be unreasonably withheld, conditioned or delayed. Any denial by Landlord of such sublease or assignment by Tenant must be predicated upon a commercially reasonable basis for such denial. Prior to any sublease or assignment, Tenant shall first notify Landlord in writing of its election to sublease all or a portion of the Premises or to assign this Lease or any interest hereunder. At any time within ten (10) days after service of such notice, Landlord shall notify Tenant that it consents or refuses to consent to the sublease or assignment. A failure by Landlord to respond within such 10-day period shall be deemed to be a consent. Notwithstanding the foregoing, Tenant may assign, sublet or otherwise transfer (by operation of law or otherwise) this Lease or any of its rights hereunder without Landlord's consent to: (i) any person, corporation, partnership or other entity which acquires all or substantially all of the business or assets of Tenant or equity in Tenant; (ii) any person, corporation, partnership or other entity which controls, is controlled by or is under common control with Tenant; (iii) any affiliate (within the meaning of such term as set forth in Rule 501 of Regulation D under the Federal Securities Act of 1933, as amended) of Tenant; or (iv) any physician, person, corporation, partnership or other entity subleasing a portion of the Premises for purposes consistent with Tenant's Permitted Use (each a "**Permitted Transfer**"). No assignment, sublease or other transfer, in whole or in part, of any Tenant's rights or obligations under this Lease (other than a Permitted Transfer) shall release Tenant hereunder and Tenant shall remain responsible for performing Tenant's obligations hereunder should Tenant's assignee, subtenant or transferee fail to perform any such obligations, unless specifically provided otherwise by Landlord in writing.

(b) Sale of Building / Transfer by Landlord. Upon Landlord's transfer of interest in the Building and the Premises (the "**Sale**"), Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale, and Tenant shall look solely to Landlord's successor in connection with the same; provided, however, that Landlord shall not be released from liability to Tenant and Tenant's successors and assigns from its obligations under this Lease because of any act, occurrence or omission of Landlord occurring prior to such Sale or for any offsets due Tenant under this Lease in the event the successor in interest is a mortgagee which has not assumed liability for offsets, unless such liability is expressly assumed by Landlord's successor-in-interest in the Building and Premises. Within 30 days prior to the effective date of a Sale, Landlord shall notify Tenant whether Landlord's successor-in-interest and assignee to this Lease would or would not be a Referral Source as described in Section 23 below.

16. Default and Remedies.

(a) Tenant Default. The following shall constitute an event of default (an "**Event of Default**") of Tenant hereunder: (i) Tenant's failure to perform or observe any obligation or covenant of Tenant hereunder for a period of thirty (30) days after notice, except that if such obligation cannot reasonably be performed within such period, Tenant shall not be in default if it shall commence such performance within such period and shall thereafter pursue the same with diligence to completion within such time as is reasonably necessary to cure such default; (ii) If this Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against Tenant, or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, and such attachment shall not be discharged or disposed of within sixty (60) days after the levy thereof; and (iii) If Tenant shall (a)

make an assignment of all or a substantial part of its property for the benefit of creditors, (b) a receiver is appointed for Tenant and such receiver is not dismissed within sixty (60) days of its appointment; or (c) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization under any bankruptcy or insolvency law or an arrangement with creditors, or take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against Tenant (or such guarantor) in any bankruptcy, reorganization or insolvency proceedings (provided Tenant shall have ninety (90) calendar days to stay any involuntary proceeding).

(b) Landlord's Remedies. In case of an Event of Default, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity:

(i) Landlord shall have the right to terminate this Lease upon written notice to Tenant and Tenant shall pay Landlord's commercially reasonable estimate of the aggregate expenses of reletting the Premises (which expenses shall include, without limitation, brokerage fees, leasing commissions and tenant concessions incurred or estimated to be incurred by Landlord and costs of removing and storing Tenant's or any other occupant's property, repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new tenant or tenants, and all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs (collectively, "**Reletting Costs**")); or

(ii) Proceed for past due installments of Rent, reserving its right to proceed to collect the remaining installments when due; or

(iii) If Tenant shall default in making any payment required to be made by Tenant or shall default in performing any other obligations of Tenant hereunder, Landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, expend such sum as may be necessary to perform such obligation (other than payments of Base Rent). All sums so expended by Landlord, with interest thereon at the Interest Rate from the date of such expenditure shall be Additional Rent, and shall be repaid by Tenant to Landlord on demand. No such payment of expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default; or

Declare the rights of Tenant under this Lease terminated and, thereafter, recover possession of the Premises through legal process.

(c) Landlord's Default and Tenant's Remedies. Subject to the terms and provisions below, and in addition to any other remedy expressly available to Tenant pursuant to this Lease or at law or in equity, should Landlord fail to perform any term or covenant under this Lease or any other existing agreement between Landlord and Tenant, its parent company, subsidiaries or affiliates (each and any such failure, a "**Landlord Default**") and if any such Landlord Default is not cured and continues for thirty (30) days (unless a shorter notice and cure period is expressly provided herein, in which case such shorter period shall govern) following written notice by Tenant to Landlord of such Landlord Default (unless such default is not reasonably capable of being cured within such expressed period and Landlord is diligently prosecuting such cure to completion), then Tenant shall have the option, (at Tenant's sole discretion), of (i) terminating this Lease, (ii) abating or withholding Rent, or (iii) remedying such Landlord Default and, in connection therewith, incurring expenses for the account of Landlord. Any and all such sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand, and if Landlord fails to immediately reimburse and pay same to Tenant, Tenant may, in addition to any other right or remedy that Tenant may have under this Lease, deduct such amount (together with interest thereon at the maximum rate permitted by applicable Law from the date of any such expenditure by Tenant until the date of repayment thereof by Landlord to Tenant) from subsequent

installments of Rent that from time to time become due and payable by Tenant to Landlord hereunder. In all events Tenant shall have the right to remedy any Landlord Default without prior notice in the event of an emergency (so long as Tenant gives notice within a reasonable period of time thereafter) and invoice Landlord and abate Rent in the manner set forth in the preceding sentences of this Section 16(c).

(d) Waiver of Liens. Notwithstanding any provision contained herein to the contrary, Landlord shall not have and hereby waives any statutory, constitutional or other liens, security interests or claims against the assets or property of Tenant, and Tenant may remove such items from the Premises at any time.

(e) Remedies Cumulative. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by a party of any right or remedy will not preclude the simultaneous or later exercise by a party of any other rights or remedies. All rights and remedies hereunder are cumulative and nonexclusive.

(f) Waiver of Certain Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS LEASE, LANDLORD AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY.

17. Waiver. No failure by either party to enforce or exercise any right under this Lease will constitute a waiver. Landlord's or Tenant's consent to or approval of any act requiring Landlord's or Tenant's consent or approval will not be deemed to waive or render unnecessary Landlord's or Tenant's consent to or approval of any subsequent act.

18. Entry, Inspection and Closure. Upon 48 hours' prior notice to Tenant (and without notice in emergencies), Landlord and its authorized representatives may enter the Premises at all reasonable times to perform any maintenance, repair or structural enhancement of the Premises or the Building that Landlord has the right or obligation to perform. Landlord will conduct its activities under this Section in a manner that will minimize inconvenience to Tenant.

19. Surrender and Holding Over.

(a) Surrender. Upon the expiration of the Term or termination of this Lease for any other reason, Tenant will surrender the Premises to Landlord broom-clean and in good condition, except for reasonable wear and tear, damage from casualty or condemnation and any changes resulting from approved Alterations.

(b) Holding Over. Upon the expiration or earlier termination of this Lease, Tenant shall surrender possession of the Premises to Landlord pursuant to Section 19(a) hereof. If Tenant holds over after the expiration of the Term by lapse of time, with or without Landlord's consent, then Tenant shall be deemed to be a tenant from month-to-month, at a monthly Base Rent equal to the monthly Base Rent for the final month of such Term, and otherwise subject to all of the provisions and conditions of this Lease, including, but not limited to, those providing for Additional Rent. Either party may terminate such tenancy at the end of any month by giving at least thirty (30) days' prior written notice of such termination to the other party. In no event shall Tenant be liable for damages for any such holding over.

20. Encumbrances.

(a) Subordination. Unless otherwise elected in writing by a mortgagee, this Lease is and shall be subject and subordinate to all deeds of trust, mortgages or other encumbrances now or hereafter encumbering the Building, (even if it encumbers other property as well) and all renewals, replacements, modifications, consolidations and extensions thereof. Such subordination shall automatically be effective without any action or notice by such mortgagee to Tenant provided the mortgagee recognizes the validity of this Lease and the mortgagee agrees that, notwithstanding any default by Landlord with respect to said mortgage or any termination or foreclosure thereof, Tenant's possession and right of use under this Lease and the rights of Tenant under this Lease in and to the Premises shall not be disturbed by such mortgagee unless and until an Event of Default shall have occurred hereunder. Notwithstanding such automatic subordination, Tenant covenants to execute and deliver, within thirty (30) days following request from Landlord, such commercially reasonable instrument or instruments of further assurance subordinating or evidencing the subordination of this Lease to any such deed of trust or mortgage as may be requested by Landlord or by any such beneficiary or mortgagee or proposed beneficiary or mortgagee, a form substantially similar to **Exhibit E** of this Lease.

(b) Attornment. In the event any proceedings are brought for default under any ground or underlying lease or for the foreclosure of any mortgage, deed of trust, or other encumbrance to which this Lease is subject and subordinate, Tenant shall, upon request of the party succeeding to the interest of Landlord as a result of such proceedings, automatically attorn to and become Tenant of such successor-in-interest without change in the terms of this Lease. Tenant shall within thirty (30) days of request, execute and deliver any commercially reasonable instruments confirming such attornment.

(c) Non-Disturbance. With respect to encumbrances entered into by Landlord after the execution of this Lease, Landlord will use commercially reasonable, good faith efforts to receive a non-disturbance agreement from any mortgagee at no cost to Tenant.

21. Estoppel Certificates. Each of Landlord and Tenant agrees at any time and from time to time upon not less than fifteen (15) business days' prior written request by the other to execute, acknowledge and deliver to the other an estoppel certificate certifying that (i) this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), (ii) the dates to which Base Rent and other charges have been paid in advance, if any, and (iii) current defaults of Landlord or Tenant hereunder, if any, (and if there are no defaults a statement to that effect), it being intended that any such estoppel certificate delivered pursuant to this Section 21 may be relied upon by any prospective purchaser of the Premises or any lienholder or assignee of any mortgage upon the fee or leasehold of the Premises or by any prospective assignee of this Lease or subtenant of the whole or any portion of the Premises and/or by other party interested in the Premises or any part thereof. Such estoppel shall be in form substantially similar to **Exhibit F** of this Lease.

22. Notices. All communications, consents, and other notices provided for in this Lease will be in writing and will be effective on the date sent by receipted hand delivery, confirmed facsimile or e-mail, nationally-recognized, overnight courier, or registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth in the Lease Summary. Notices delivered personally will be effective immediately upon receipt (or refusal of delivery or receipt); notices sent by independent messenger or courier service will be effective one (1) day after acceptance by the independent service for delivery; notices sent by mail in accordance with this Section 22 will be effective 3 days after mailing. Either party may change its address for notices hereunder by a notice to the other party complying with this Section 22.

23. Regulatory Compliance.

(a) Referral Source. Landlord represents and warrants to Tenant that Landlord is not a "referring physician" or a "referral source" as to Tenant for services paid for by Medicare or a state health care program, as

the terms are defined under any federal or state health care anti-referral or anti-kickback, regulation, interpretation or opinion ("**Referral Source**"). Landlord covenants, during the Term, it will not knowingly (i) take any action that would cause it to become a Referral Source as to Tenant, or (ii) sell, exchange or transfer the Premises to any individual or entity who is a Referral Source as to Tenant without complying with all other provisions of this Lease.

(b) Excluded Provider. Each party represents and warrants that: (i) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (ii) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal procurement and non-procurement programs; or (iii) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "**Exclusion**"), and agrees to notify the other party within two business days of learning of any such Exclusion or any basis therefore. In the event of learning of such Exclusion, either party shall have the right to immediately terminate this Lease without further liability. Landlord agrees that Tenant may screen Landlord against applicable Exclusion databases on an annual basis. Sections 23(c) – 23(d) shall only apply if the Landlord is a referral source as defined by 42 C.F.R. Section 411.351 upon the Commencement Date, or becomes one during the Term of the Lease.

(c) Violation of Laws. Landlord and Tenant agree that this Lease is intended to comply with all local, state and federal laws, including, but not limited to the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)) and the regulations promulgated thereunder, and the Ethics in Patient Referrals Act (42 U.S.C. Section 1395nn) (also known as "**Stark**") and the regulations promulgated thereunder (collectively, the "**Health Care Laws**"). If Tenant believes, in good faith, that performance hereunder is, or presents a risk that it would result, in violation of the Health Care Laws or any other local, state and federal laws or if Tenant, in good faith, determines that performance hereunder is, or presents a risk that may be, inconsistent with Tenant's tax-exempt status, the parties shall negotiate in good faith to revise this Lease in order to comply with the local, state and federal laws or maintenance of tax-exempt status, as the case may be. If the parties, in good faith, are unable to agree on any such amendment, or if it is not possible to amend the Lease to comply with the Health Care Laws, then Tenant may terminate this Lease by written notice to Landlord, which termination shall be effective on the date set forth in such notice.

(d) Lease Terms. Landlord and Tenant each represent and warrant as follows:

(i) Size of Premises. The size of the Premises does not exceed the amount of space which is reasonable and necessary for Tenant's legitimate business purposes;

(ii) Tenant's Share. Tenant's Share does not exceed Tenant's pro-rata share of expenses for the Premises and Common Areas based upon the total square feet of the Building;

(iii) Rental Charges. The Base Rent and other rental charges are (i) set in advance; (ii) are consistent with fair market value; (iii) do not take into account the volume or value of any referrals or other business generated between the parties, nor do they include any additional charges attributable to the proximity or convenience of Tenant or Landlord, as the case may be, as a potential referral source; and (iii) are commercially reasonable even if no referrals were made between Tenant and Landlord or their respective affiliates; and

(iv) Exclusive Use of Premises. Tenant is to have exclusive use and possession of the Premises while this Lease is in effect, and that the Premises may not be shared with or used by Landlord or any person or entity related to Landlord; provided, nothing in this Section 23 shall be construed to limit Landlord's obligation, or diminish Landlord's ability, to provide services in accordance with the terms of this Lease, including services that by their nature require access to the Premises, or

to preclude Landlord's entry into the Premises for other purposes in accordance with the terms of this Lease.

(e) Privacy Laws. Tenant agrees to reasonably safeguard "protected health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "**Privacy Standards**"), as promulgated by the Department of Health and Human Services pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("**PHI**") from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord, its subcontractors and agents. The parties agree that neither Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed to Landlord, its, contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards.

(f) Executive Order. Each party represents and warrants to the other that (i) the representing party is not listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**"), pursuant to the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "**Order**") or on any other lists of terrorist or terrorist organizations ("**Lists**") issued pursuant to the rules and regulations of OFAC or in any other enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called the "**Orders**"); (ii) the representing party is not and will not be engaged in any activities prohibited in the Orders; (iii) the representing party has not been convicted or pleaded *nolo contendere* to charges related to activity prohibited in the Orders; (iv) the representing party will not permit the Premises to be used for activities prohibited in the Orders nor permit the Premises to be occupied by any person on such Lists; and (v) the representing party has not pleaded nolo contendere to, or been convicted, indicted, arraigned, or custodially detained on, charges involving money laundering, predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws.

(g) ERISA. Tenant and Landlord each represents and warrants that it is not and is not acting on behalf of (i) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (ii) a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended or (iii) an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of any such employee benefit plan or plans.

(h) Cooperation with Tenant's Cost Reporting Responsibilities. Landlord's full cooperation with applicable authorities in connection with cost reporting is essential for Tenant's continued operation of its business. Therefore, Landlord agrees to provide to Tenant, within thirty (30) days of Tenant's request, any and all information that is reasonably necessary for Tenant to fulfill its cost reporting requirements to such applicable authorities.

24. Title and Parking.

(a) Title. Landlord hereby represents to Tenant that Landlord is the owner in fee simple of the Building, including the Premises and all improvements thereon and has the right and authority to enter into this Lease. Landlord hereby represents to Tenant that no covenants, restrictions, liens or other encumbrances

affecting the real property upon which the Building is constructed interfere with or adversely affect Tenant's Permitted Use of the Premises.

(b) Parking. Tenant will have the right to use, commencing on the Commencement Date, up to the number of parking spaces set forth in the Lease Summary. Tenant will not be required to pay for the use of such parking. All reserved parking spaces will be in a mutually agreeable location not less than 300 feet from the main entry to the Premises. Landlord will provide signage for Tenant's reserved spaces in a mutually agreeable format at no cost to Tenant as a part of Landlord's Work.

25. Signage. Except for wall and office decorations, Tenant shall not paint, display, or affix any advertisement, sign, notice, lettering, or directions on the exterior of the Premises, or in the interior of the Premises which is visible from the outside of the Premises without Landlord's prior written consent or approval, which shall not be unreasonably withheld, conditioned or delayed. Prior to the Commencement Date, Landlord, at its cost and expense, shall install Tenant's name in the Building directory and at the entry to Tenant's suite. Tenant will be permitted to install signage on the exterior of the Building on the East side, subject to applicable Laws and Landlord's prior approval, which will not be unreasonably conditioned, withheld or delayed.

26. Attorneys' Fees. In any litigation or other proceeding relating to the breach of this Lease, the prevailing party will be entitled to recover its out-of-pocket costs and reasonable attorneys' fees.

27. Force Majeure. Any prevention, delay or stoppage ("**Force Majeure Delay**") caused by any reason beyond the reasonable control of a party, including, but not limited to, on-site casualty, strike, lockouts, labor disputes, governmental restriction or Laws adopted after the Effective Date, or failure of any governmental or quasi-governmental agency to issue any permits or licenses required hereunder, fire, earthquake, war, civil commotion, insurrection, riot, mob violence, sabotage, strike or lock-out or failure or disruption of utility services beyond the reasonable control by the party obligated to perform (each an "**Event of Force Majeure**" and collectively referred to as "**Events of Force Majeure**"), shall excuse the performance by such party for the amount of time the performing party is delayed in performing such obligation by any Event of Force Majeure; provided, however, in no event shall the financial inability of the performing party to perform its obligations under this Lease be deemed a Force Majeure Delay.

28. Quiet Possession. Subject to the terms of this Lease, Tenant will have the quiet possession of the Premises throughout the Term as against any persons or entities lawfully claiming by, through or under Landlord.

29. Rules and Regulations. Tenant will be bound by and will comply with reasonable rules promulgated by Landlord and provided in advance to Tenant. In the event of a conflict between any such rules and regulations and the other terms of this Lease, the other terms of this Lease shall prevail. Landlord shall enforce any such rules and regulations uniformly across the tenants of the Property in a nondiscriminatory manner.

30. Broker Fees and Similar Payments. Except as otherwise disclosed in the Lease Summary, Landlord and Tenant represent, on their own behalf, that neither Landlord nor Tenant has made any agreement to pay any brokerage fee, commission or similar payment in connection with the transaction contemplated by this Lease. 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 Lease, except the brokers listed in the Lease Summary. Tenant will pay any fees or commissions due to Tenant's broker pursuant to a separate agreement between Tenant and such brokers.

31. Miscellaneous.

(a) This Lease contains the entire agreement and understanding between the parties relating to the subject matter of this Lease. The parties may amend this Lease only in a written document signed by both parties. No failure by either party to enforce or exercise any right under this Lease will constitute a waiver.

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

(c) Landlord and Tenant have the right, power, legal capacity, authority, and means to enter into and perform this Lease (as well as the documents referenced in this Lease) and, further, any individual(s) signing on behalf of such party have been duly authorized to do so.

(d) The parties may sign this Lease in any number of counterparts, each of which when signed and delivered will be deemed an original, and all of which together will constitute one and the same instrument. The parties may sign and deliver this Lease by facsimile or other electronic means, such as e-mail. The exhibits attached to this Lease are incorporated by this reference.

(e) If a provision of this Lease is invalid or unenforceable, then the remainder of this Lease will remain in full force and effect.

(f) Colorado laws, excluding its conflict-of-law provisions, govern this Lease, and both parties submit to the exclusive jurisdiction of state and federal courts Colorado.

(g) EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS IT MAY HAVE TO DEMAND TRIAL BY JURY FOR ANY ACTION OR PROCEEDING RELATED TO THIS LEASE.

(h) Except as reasonably necessary to effect the transactions described in this Lease, including disclosure to third-party legal counsel and consultants, accountants, and advisors of Landlord or Tenant, as the case may be, the terms and conditions of this Lease are confidential and may not be disclosed to any person or entity without the prior written consent of the other party; provided that any inadvertent disclosure will not result in liability so long as the disclosing party takes reasonable steps, after the disclosure, to advise the recipient of the disclosure of the confidential nature of the disclosed information. The confidentiality obligations of this Lease are perpetual and survive this Lease's termination.

[Signatures on Following Page(s)]

DATED to be effective as of the date first written above.

LANDLORD:

City of Grand Junction

By: _____
Print Name: Anna Stout
Title: President of the City Council

By: _____
Print Name: Greg Caton
Title: City Manager

Attest: _____
Printed Name: Amy Phillips
Title: City Clerk, City of Grand Junction

TENANT:

SCL Health Medical Group – Grand Junction, LLC, a Colorado limited liability company

By: _____
Print Name: McCall Rowley
Title: Vice President, Finance Shared Services & Ventures

Exhibit A

Depiction of the Premises and Property

See Attachment I and Attachment II

Exhibit B

Acceptance of Occupancy Agreement

TENANT: SCt Health-Grand Junction, LLC, a Colorado Limited Liability Company

LANDLORD: City of Grand Junction

BUILDING: 2836 Recreation Way, Suite A, Grand Junction CO 81506

PREMISES: Dedicated Therapy Space of Building

EFFECTIVE DATE OF LEASE: September 14, 2026

This Acceptance of Occupancy Agreement is executed by Tenant and Landlord pursuant to the provisions of the Lease referenced above. All terms capitalized but not defined herein shall have the respective meanings ascribed to them in the Lease.

1. Subject to Landlord's representations and warranties in the Lease, Tenant acknowledges that it has inspected the Premises and finds same to be substantially complete and now suitable for Tenant's permitted use. Tenant and Landlord hereby agree that all work done to the Premises is acceptable and that only work remaining to be done to the Premises, all of which is of a minor nature, is as follows (collectively, the "Punch List"):

_____
_____
_____
_____

Such Punch List is the responsibility of the [Tenant/Landlord] to complete. Said party hereby agrees to promptly undertake the completion of same. Tenant agrees that such work may be completed after it has taken occupancy, and the Term of the Lease has commenced or is to commence on the Commencement Date set forth in the Lease.

2. Tenant and Landlord hereby agree that the actual Commencement Date shall be September 14, 2026 and that the Rent shall commence as of such date, and the Term shall expire on September 14, 2036.

LANDLORD:

By: _____
Print Name: Michael P. Bennett
Title: City Manager
City of Grand Junction, CO

TENANT:

By: _____
Bentley Peay (Aug 31, 2026 12:39:42 MDT)
Print Name: _____
Title: _____

Exhibit C

Work Letter

This Work Letter Agreement (the "**Work Letter**") sets forth the rights and obligations of the parties with respect to Landlord's new build-to-suit construction of Premises ("**Landlord's Work**"). The capitalized terms used herein shall have the same meanings as in the Lease, except as otherwise provided or defined herein. Landlord's Work shall be performed at Landlord's sole cost and expense (subject to Tenant's Contribution, as defined below), in a good and workmanlike manner and in accordance with all applicable Laws. Landlord's Work shall consist of: (i) the Base Building Work and (ii) the Premises Work.

1. Base Building Work and Premises Work. Landlord shall perform, or cause to be performed, construction of the Building shell and other improvements (or otherwise are required to obtain a permanent or temporary certificate of occupancy, or other applicable certification by the City of Grand Junction for Building shell completion) for the Building shell, in accordance with Attachment I of this Work Letter (the "**Base Building Work**"). Landlord shall also perform, or cause to be performed, the Premises Work in accordance with Attachment II of this Work Letter (the "**Premises Work**"). All of Landlord's Work shall be completed in accordance with the Final Drawings (as determined and defined in Section 2 below)

2. Final Drawings. Landlord and Tenant each acknowledge their approval of Attachment II of this Lease (the "**Test-Fit**"). Landlord will cause its architect and engineer to prepare architectural and engineering plans and specifications (the "**Plans**") for the Premises Work based upon the Test-Fit and shall present the Plans to Tenant for approval. Tenant shall notify Landlord within ten (10) business days after receipt of the Plans of its approval or disapproval thereof. If Tenant disapproves the Plans, Landlord shall revise the Plans and resubmit to Tenant for approval within five (5) business days after receipt of Tenant's disapproval. This process shall continue until Landlord and Tenant mutually agree upon the Plans. The Plans, as revised (if revised), once they have been approved by Tenant, shall be the "**Final Drawings**". Following approval of the Final Drawings, Landlord shall begin and diligently pursue completion of construction of Landlord's Work in strict accordance with the Final Drawings.

3. Substantial Completion of Landlord's Work. Landlord will notify Tenant when Landlord considers the Premises Work Substantially Complete (subject to minor punch-list items). The terms "**Substantial Completion**", "**Substantially Complete**" and like variations thereof mean that (a) Landlord's Work is complete, except for minor, insubstantial items or adjustments of work, i.e., punch-list items, which will not adversely affect Tenant's use or occupancy of the Premises, and (b) Landlord has obtained all required permits and approvals from all applicable governmental authorities in connection with Landlord's Work and that the Premises may be legally used and occupied by Tenant for the Permitted Use. Landlord's representative and Tenant's representative shall, within thirty (30) days thereafter, conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of Landlord's Work. Landlord shall complete all punch-list items within thirty (30) days after agreement thereon. Landlord shall use commercially reasonable efforts to avoid interference with Tenant's business during the performance of the punch-list items. Within said 30-day period, Landlord shall furnish to Tenant: (i) a coordinated set of "as built" drawings with regard to the Premises Work, (ii) instruction and operating manuals on all equipment and systems furnished to Tenant for Tenant's use in the Premises, (iii) copies of all guarantees and warranties on equipment and materials furnished by all manufacturers and suppliers (Landlord hereby agreeing that all guarantees or warranties of equipment or materials furnished to Landlord shall be deemed to run to the benefit of Tenant) and (iv) copies of all related manufacturer's instructions, related maintenance manuals, replacement lists, detailed drawings and any technical requirements necessary to operate and maintain such equipment and materials or needed to maintain the effectiveness of any warranties. If Landlord fails to complete the punch-list items in said 30-day period, Tenant may complete the same and offset Rent for Tenant's out-of-pocket costs for such work.

4. Tenant's Contribution. Landlord's Work will be completed at Landlord's sole cost and expense. However, Tenant will reimburse Landlord $1,554,000.00 ("**Tenant's Contribution**"). Tenant will submit Tenant's Contribution to Landlord no later than January 1, 2025. However, Tenant will not be required to submit Tenant's Contribution unless and until Landlord first submits the following to Tenant: (a) invoices for all work performed or materials supplied or pre-purchased which are intended to be paid by such disbursement, such invoices containing sufficient detail to enable Tenant to determine whether all work and materials included in such invoice have been completed or provided; and (b) certification by Landlord's contractor, certifying that all work and materials included in each request for disbursement have been completed in a good and workmanlike manner and in accordance with the Final Drawings; together with copies of partial or conditional lien waivers covering all work performed through the dates covered by such disbursement from Landlord's contractor; and unconditional lien waivers covering all work performed through the previous disbursement from any other parties who have served notices to Landlord with respect to the Premises.

5. Progress Reports. Landlord shall keep Tenant's representative informed of the progress and the estimated completion date for Landlord's Work. Landlord shall provide Tenant an update of the timeline for completion and any delays (including cause and timeline) at least once a month until Substantial Completion of Landlord's Work. The current construction timeline for Landlord's Work is included in this Exhibit as Attachment III. Tenant will have the right to hire its own project manager and Landlord shall coordinate the design development of the Plans and Final Drawings to complete the design of the Premises with such project manager. Tenant's construction consultants and shall also have access to Landlord's Work meetings and activities, in an oversight capacity, on behalf of Tenant.

6. Change Requests. No material changes or revisions to the Final Drawings may be made by either Landlord or Tenant unless approved in writing by both parties. Upon Tenant's request and submission by Tenant (at Tenant's sole cost and expense) of the necessary information and/or plans and specifications for any changes or revisions to the Final Drawings ("**Change Request(s)**") and Landlord's approval of such Change Request(s), which approval Landlord agrees will not be unreasonably withheld, delayed or conditioned, Landlord will perform the additional work associated with the approved Change Request(s), at Tenant's sole cost and expense. Landlord will include an estimate of any increase to the cost of Landlord's Work with Landlord's approval of the Change Request. If the Change Request will result in an increase to the cost of Landlord's Work, Tenant may value-engineer the Change Request to minimize such costs or withdraw its Change Request.

7. Tenant Delay. "**Tenant Delay**" means a delay in causing Landlord's Work to be Substantially Completed directly attributable to any of the following: (i) Tenant's failure to furnish any information, document or approval required to be furnished by Tenant to Landlord pursuant to this Exhibit on or before the applicable deadline set forth herein, or (ii) all other delays caused by Tenant which actually delay the completion of Landlord's Work. Each day of any such delays will correspond to one (1) day of Tenant Delay. Notwithstanding the forgoing, no such delay shall constitute a Tenant Delay unless Landlord has notified Tenant of such failure and Tenant has not cured such failure within two (2) business days after receipt of such notice.

8. Miscellaneous.

A. If any lack of compliance with applicable Laws with regard to the Property, Premises or its systems or any part thereof arises during construction and will delay or impact the construction of the Base Building Work or the Premises Work, in a material adverse way, Landlord shall promptly correct the same, at Landlord's sole expense.

B. In the performance of its obligations under this Work Letter, Landlord covenants that it shall be responsible for all labor, supervision, materials, fixtures, special facilities, built-ins, equipment, tools, supplies, taxes, occupancy permit and related inspections, and other property and services necessary to timely and properly produce all work and completed construction required or reasonably inferable from the Plans, and all work, services and

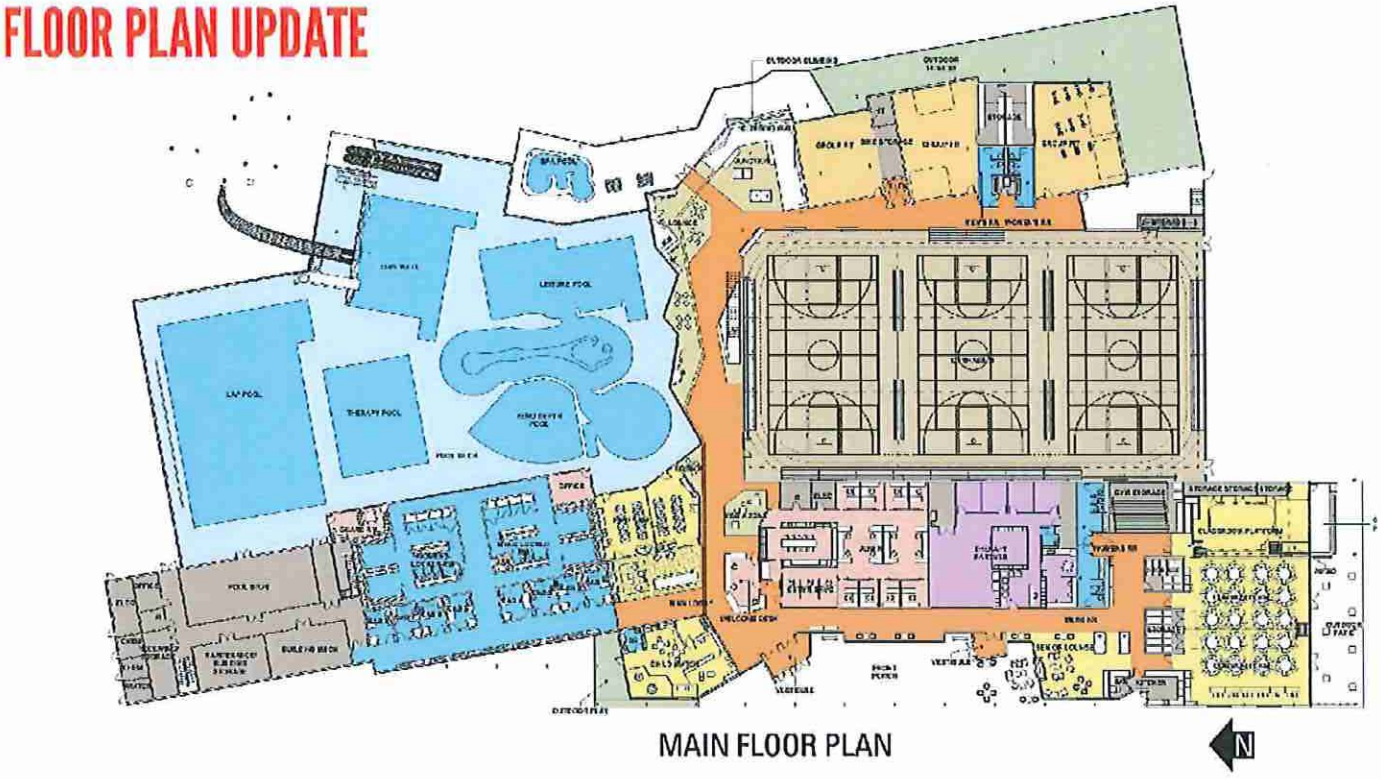
materials necessary to produce fully connected, complete, operational and functional systems and finishes in the Premises.

C. Landlord hereby represents, warrants and covenants to Tenant, that (i) no material deviations or changes shall have been made in connection with the Final Drawings without the prior written consent of Tenant; (ii) all of Landlord's Work shall have been completed using first quality workmanship and materials of good quality; and (iii) all of Landlord's Work shall be free from defects and deficiencies in materials and workmanship and are guaranteed against all defects and deficiencies and not to fail under ordinary usage. Any breach of the foregoing representations, warranties and covenants shall be promptly corrected and/or replaced, as the case may be, and fully remedied by Landlord, at Landlord's sole cost.

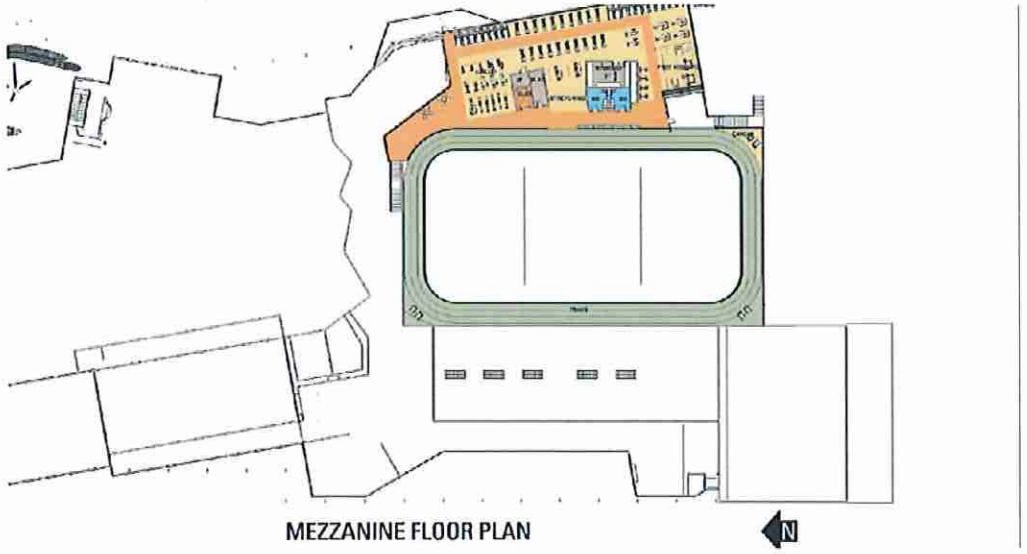
D. Prior to the Commencement Date, Tenant shall be allowed access to the Premises for the purposes of designing the Leasehold Improvement Work and inspecting the Landlord Work. In addition, prior to the Commencement Date, Tenant shall be allowed access to the Premises in order that Tenant may do other work as may be required by Tenant to make the Premises ready for Tenant's use and occupancy, such as the installation of telephones, computers, furniture, voice, trade fixtures, network closet, wireless access points, and medical equipment, equipment. Tenant agrees that any such entry into the Premises shall be deemed to be under all of the terms, covenants and provisions of the Lease, except as to the covenant to pay any Rent or any charges for utilities or services or other similar charges and, in any event, only to the extent such terms, covenants and provisions are applicable to Tenant's specific conduct during its access. Prior to such entry by Tenant or its contractors hereunder, Tenant shall have provided, and caused its applicable contractor to have provided, Landlord certificates of insurance evidencing the insurance Tenant is required to carry under the Lease.

Attachment I

Base Building Work

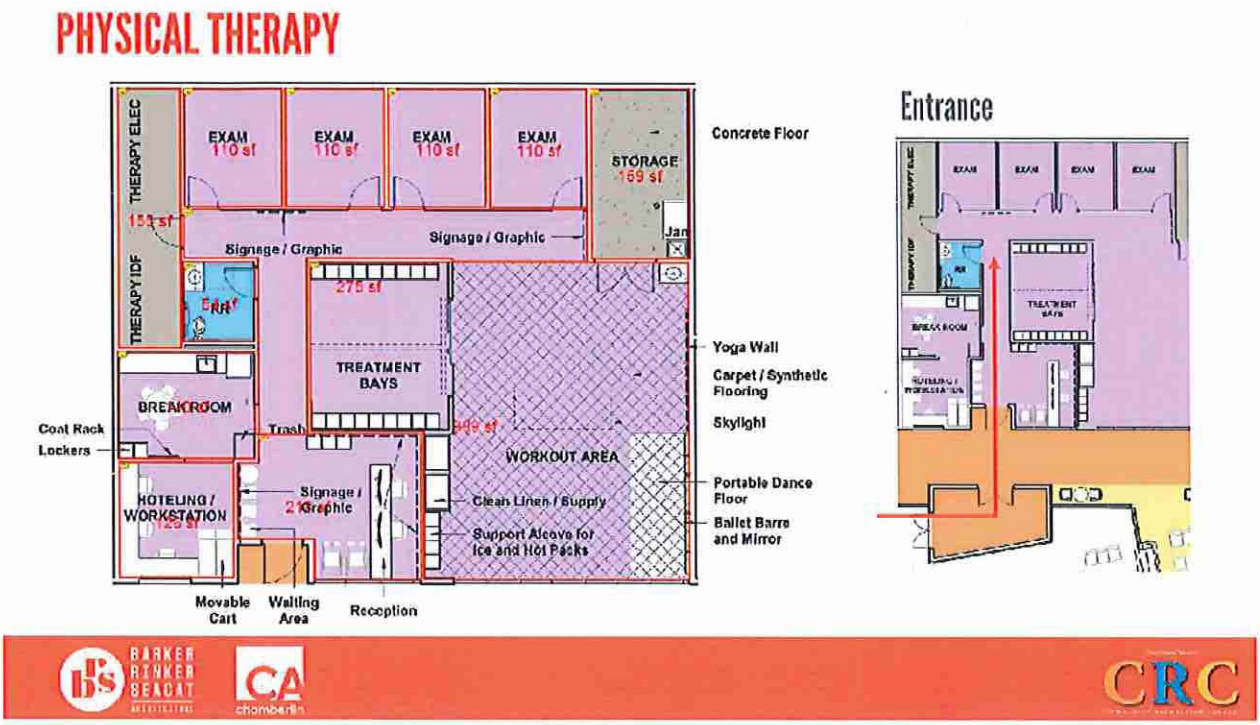


Lower Level



Attachment II

Premises Work



Attachment III

Design Schedule

Project Schedule
Grand Junction Community Recreation Center

City of Grand Junction
CRC
COMMUNITY RECREATION CENTER

original date:
Revised

BARKER RINKER SEAGAT ARCHITECTURE

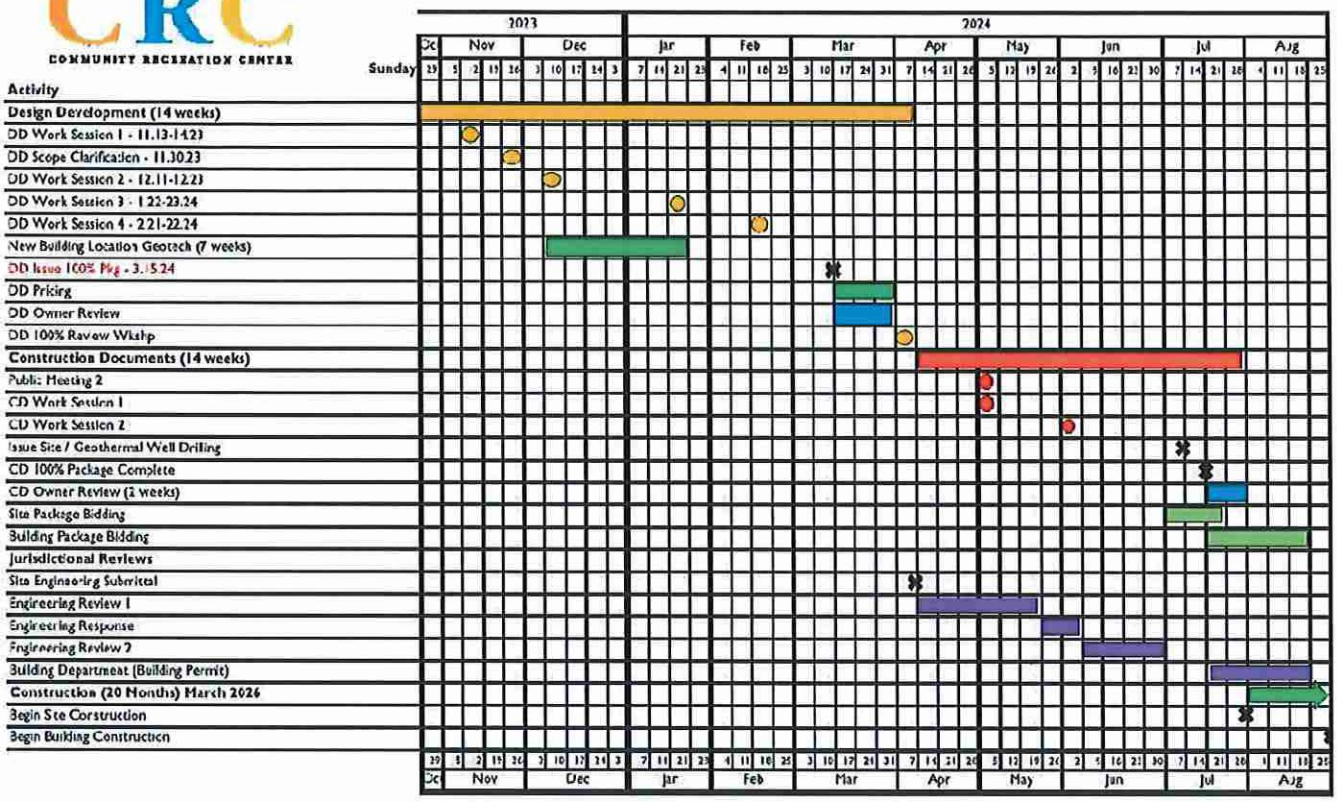


Exhibit D

Lease Term Extension Rider

Provided (i) an Event of Default by Tenant does not exist as of the Extension Notice (defined below), (ii) Tenant has not assigned the Lease or sublet any portion of the Premises (other than a Permitted Transfer), and (iii) Tenant timely complies with the provisions of this Lease Term Extension Rider, Tenant shall have the option to extend the Term of the Lease ("**Option**") for three (3) periods of five (5) Lease Years (each an "**Option Term**") on the same terms and conditions of the Lease except for Base Rent that will as set forth hereinafter. The procedure to exercise an Option is as follows:

1. Tenant shall provide Landlord with written notice of its desire to extend the Term for the Option Term not less than one hundred and eighty (180) days prior to the scheduled expiration of the Term (the "**Extension Notice**").

2. Base Rent for each Option Term will be as follows:

First Option Term:

Period	Yearly Base Rent	Monthly Base Rent	Rate/RSF/Year
Months 1-12	$52.09	$151,049.98	$12,587.50
Months 13-24	$53.39	$154,826.23	$12,902.19
Months 25-36	$54.72	$158,696.88	$13,224.74
Months 37-48	$56.09	$162,664.30	$13,555.36
Months 49-60	$57.49	$166,730.91	$13,894.24

Second Option Term:

Period	Yearly Base Rent	Monthly Base Rent	Rate/RSF/Year
Months 1-12	$58.93	$170,899.18	$14,241.60
Months 13-24	$60.40	$175,171.66	$14,597.64
Months 25-36	$61.91	$179,550.95	$14,962.58
Months 37-48	$63.46	$184,039.73	$15,336.64
Months 49-60	$65.05	$188,640.72	$15,720.06

Third Option Term:

Period	Yearly Base Rent	Monthly Base Rent	Rate/RSF/Year
Months 1-12	$66.67	$193,356.74	$16,113.06
Months 13-24	$68.34	$198,190.66	$16,515.89
Months 25-36	$70.05	$203,145.42	$16,928.79
Months 37-48	$71.80	$208,224.06	$17,352.01
Months 49-60	$73.60	$213,429.66	$17,785.81

4. Prior to the commencement of each Option Term, if exercised, the parties shall execute an amendment to the Lease, which at a minimum must detail the extension of the Term.

Exhibit E

Form of SNDA

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement") is entered into as of _____, 20__ (the "Effective Date"), between _____ (the "Mortgagee"), and _____ (the "Tenant").

WHEREAS, by Lease dated _____, ____ (hereinafter called the "Lease"), _____ (hereinafter called "Landlord") has leased to Tenant and Tenant has rented from Landlord the approximately _____ rentable square feet of leased premises ("Tenant's Premises") located within the _____ as more fully described on Exhibit A attached hereto and made a part hereof (such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises").

WHEREAS, Mortgagee has made a loan to Landlord in the original principal amount of $_____ (the "Loan"); and

WHEREAS, To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain Deed of Trust and Security Agreement dated _____, in favor of Mortgagee (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") recorded on _____, under Clerk's File No. _____, in the Official Public Records of Real Property of the County of _____, State of _____ (the "Land Records").

WHEREAS, Tenant desires that Mortgagee recognize Tenant's rights under the Lease in the event of foreclosure of Mortgagee's lien, and Tenant is willing to agree to attorn to the purchaser at such foreclosure if Mortgagee will recognize Tenant's right of possession under the Lease.

NOW, THEREFORE, for and in consideration of their respective covenants herein made and the receipt of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.**
The following terms shall have the following meanings for purposes of this Agreement.

1.1 *Foreclosure Event.* A "Foreclosure Event" means: (a) foreclosure under the Mortgage; (b) any other exercise by Mortgagee of rights and remedies (whether under the Mortgage or under applicable law, including bankruptcy law) as holder of the Loan and/or the Mortgage, as a result of which Successor Landlord becomes owner of Landlord's Premises; or (c) delivery by Landlord to Mortgagee (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing.

1.2 *Former Landlord.* A "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.3 *Offset Right.* An "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease, arising (whether under the Lease or other applicable law) from Landlord's breach or default under the Lease.

1.4. *Rent.* The "Rent" means any fixed rent, base rent or additional rent under the Lease.

1.5 *Successor Landlord*. A "Successor Landlord" means any party that becomes owner of Landlord's Premises as the result of a Foreclosure Event.

1.6 *Termination Right*. A "Termination Right" means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord's breach or default under the Lease.

2. **Subordination**.

The Lease shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien imposed by the Mortgage, and all advances made under the Mortgage.

3. **Non-disturbance, Recognition and Attornment**.

3.1 *No Exercise of Mortgage Remedies Against Tenant*. So long as the Lease has not been terminated on account of Tenant's default that has continued beyond applicable cure periods (an "Event of Default"), Mortgagee shall not name or join Tenant as a defendant in any exercise of Mortgagee's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Mortgagee may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If Mortgagee joins Tenant in such action, Landlord, by executing the Consent hereinafter set forth, agrees to indemnify, defend and hold Tenant harmless from and against any loss, cost or expense incurred or suffered by Tenant, including without limitation, legal fees, in being a party to or arising from such action.

3.2 *Non-disturbance and Attornment*. If the Lease has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord's Premises: (a) Successor Landlord shall not terminate or disturb Tenant's possession or quiet enjoyment of Tenant's Premises under the Lease, except in accordance with the terms of the Lease; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease; (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (d) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms, between Successor Landlord and Tenant.

3.3 *Further Documentation*. The provisions of Section 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of Section 3 writing within ten (10) days following request by either of them.

3.4 *Consent to Lease*. Mortgagee hereby consents to the Lease and all of the terms and conditions thereof.

4. **Protection of Successor Landlord**.

Notwithstanding anything to the contrary in the Lease or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 *Prepayments*. Any payment of Rent that Tenant may have made to Former Landlord more than thirty days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment (unless such payments were actually delivered to Mortgagee) other than, and only to the extent that, the Lease expressly required such a prepayment.

4.2 *Payment; Security Deposit*. Any obligation: (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Mortgagee.

4.3 *Modification, Amendment, or Waiver.* Any modification or amendment of the Lease, or any waiver of any terms of the Lease, made after Tenant was provided notice of the existence of Mortgagee, made without Mortgagee's written consent which has the effect of reducing the Term of the Lease or reducing the amount of Rent or additional rent payable under the Lease; provided that Mortgagee must respond to any request for consent to any requested amendment or modification within ten (10) business days of receipt, and further provided that Mortgagee's failure to respond within such ten (10) business day period shall constitute Mortgagee's consent.

5. Mortgagee's Right to Cure.

5.1 *Notice to Mortgagee.* Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Termination Right or Offset Right, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "Default Notice").

5.2 *Mortgagee's Cure Period.* After Mortgagee receives a Default Notice, Mortgagee shall have the period granted to Landlord under the Lease in which to cure the breach or default by Landlord. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord. The foregoing shall not limit Tenant's right to exercise self-help remedies to cure a default by Landlord under the Lease if permitted by the Lease or if necessary to prevent imminent danger of damage or injury to persons or property or if necessary to permit the full use and occupancy by Tenant of the Tenant's Premises.

6. **Miscellaneous.**

6.1 *Notices.* All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Notices shall be effective the next business day after being sent by overnight courier service, and three business days after being sent by certified mail (return receipt requested). Unless and until notice of a change of address is given under this Agreement, notices or other communications shall be given to Mortgagee and Tenant, respectively, at the following address:

Mortgagee:

_____
_____
_____
Attn: _____

With a copy to: _____
_____
_____
Attn: _____

6.2 *Successors and Assigns.* This Agreement shall bind and benefit the parties their successors and assigns, any Successor Landlord, and its successors and assigns.

6.3 *Entire Agreement.* This Agreement constitutes the entire agreement between Mortgagee and Tenant regarding the subordination of the Lease to the Mortgage and the rights and obligations of Tenant and Mortgagee as to the subject matter of this Agreement.

6.4 *Interaction with Lease and with Mortgage.* If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of the Mortgage. Mortgagee confirms that Mortgagee has consented to Landlord's entering into the Lease.

6.5 *Mortgagee's Rights and Obligations*. Except as expressly provided for in this Agreement, Mortgagee shall have no obligation to Tenant with respect to the Lease.

6.6 *Interpretation; Governing Law*. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State where the Premises is located, including its principles of conflict of laws.

6.7 *Amendments*. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

6.8 *Execution*. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6.9 *Representations*. The parties represent that they each have full authority to enter into this Agreement. Mortgagee agrees to keep a copy of this Agreement in its permanent mortgage records with respect to the Loan.

[Signatures on the next page]

IN WITNESS WHEREOF, this Agreement has been duly executed by Mortgagee and Tenant as of the Effective Date.

MORTGAGEE:

_____,
a _____

By: _____
Print Name: _____
Title: _____

Date:_____

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires: _____

TENANT:

a _____

By: _____
Print Name: _____
Title: _____

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires: _____

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement (including without limitation, the provisions of Section 3.1), which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Mortgage or the Lease.

LANDLORD:

[LANDLORD ENTITY],
a _____

By:_____
Print Name: _____
Title: _____

Date:_____

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ the _____ of _____, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires:_____

EXHIBIT A TO SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

Tenant's Premises

Exhibit F

Form of Estoppel

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE is made as of the ____ day of _____, 20___ by _____ in connection with that certain Lease Agreement dated _____ by and between _____, as Tenant and _____, as Landlord (the "Lease") for the premises located at _____ (the "Premises").

[Landlord/Tenant] hereby certifies to the best of [Landlord's/Tenant's] knowledge to _____ as follows:

1. The Lease consists of the following documents: [list documents]. There are no other oral or written agreements or understandings between Landlord and Tenant relating to the Premises.
2. To [Landlord's/Tenant's] knowledge and belief, the information set forth below is true and correct as of the date hereof:
   (a) Approximate square footage of the Premises: _____ rentable square feet
   (b) Monthly installment of Rent as of the date hereof: $_____
   (c) Commencement Date: _____
   (d) Expiration Date: _____
   (e) Security deposit: _____
   (f) Prepaid rent in the amount of: _____
   (g) Renewal Options: _____
3. As of the date hereof, the Lease is in full force and effect.
4. To the best of [Tenant's/Landlord's] actual knowledge and belief, without inquiry or investigation, there exists no default, no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach on the part of either Tenant or Landlord except _____.
5. No rent has been or will be paid more than 30 days in advance.
6. All legal notices to Tenant shall be sent to: _____,
   With a concurrent copy to: _____.

IN WITNESS WHEREOF, [Tenant/Landlord] has executed this Estoppel Certificate as of the date first above written.

[LANDLORD/TENANT]:
[LANDLORD/TENANT ENTITY],
a _____

By: _____
Print Name: _____
Title: _____