



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: October 16, 2018

* = *Mandatory, information must be provided*

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Banner-University Medical Center South Campus, LLC an Arizona limited liability company

***Project Title/Description:**

A Sublease between Banner-University Medical Center South Campus as Landlord, and BHSM Rehabilitation, LLC for premises located in a portion of the Sports Therapy building located on the Hospital Premises as defined in the Amended and Restated Hospital Lease contract #CT FM 12*2152 "Prime Lease". Banner owns 51% of BHSM.

***Purpose:**

This Sublease will allow BHSM Rehabilitation, LLC to operate a health care center providing outpatient therapy and other permitted uses which are defined in section 1N Permitted Use.

***Procurement Method:**

Exempt per Section 11.04.020

***Program Goals/Predicted Outcomes:**

The tenant will pay rent and their proportionate share of operating expenses during the initial five year term. The Landlord will continue to be responsible for the terms and conditions of the Prime Lease with Pima County.

***Public Benefit:**

The convenient location of the leased premises to Banner-University Medical Center South Hospital allows patients easy access to outpatient therapy, which benefits the patients' health and recovery of physical injuries.

***Metrics Available to Measure Performance:**

Operation and management of the premises to be used for medical services and/or outpatient therapy complies with the use of the 1997 voter approved General Obligation bond H-10 CFMB13105.

***Retroactive:**

No.

OCT 11 18 PM 04:26 PCD KCFE

Handwritten signature

To: COB-10-11-18

Ygs - 112

(1)

Addendum

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____***Funding Source(s) required:**Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

Document Type: CTN _____ Department Code: FM _____ Contract Number (i.e., 15-123): CT-FM-12*2152

Amendment No.: 14 _____ AMS Version No.: 14 _____

Effective Date: 11/1/2018 _____ New Termination Date: 10/31/2023 _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☒ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 0.00Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:** Sublease revenue will be paid to Banner-University Medical Center South Campus, LLC.Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:*****Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____

Contact: Melissa Loeschen

Department: Facilities Management Telephone: 724-8230

Department Director Signature/Date:  10/11/18Deputy County Administrator Signature/Date:  10/11/18County Administrator Signature/Date:  10/11/18
(Required for Board Agenda/Addendum Items)

CONTRACT	
NO.	<u>CT-FM-12-2152</u>
AMENDMENT NO.	<u>14</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

SUBLEASE AGREEMENT

by and between

BANNER--UNIVERSITY MEDICAL CENTER SOUTH CAMPUS, LLC,
an Arizona limited liability company,

as "Landlord"

and

BHSM REHABILITATION, LLC,
a Delaware limited liability company

"Tenant"

2800 E. Ajo Way Tucson, Suite 201
Arizona 85713

LMS NO. 484-07-70939

**BHSM Rehabilitation, LLC at Ajo
SUBLEASE AGREEMENT**

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**BHSM Rehabilitation, LLC at Ajo
SUBLEASE AGREEMENT**

This Sublease Agreement (this "Sublease") is made as of this 1st day of November, 2018, by and between Banner--University Medical Center South Campus, LLC, an Arizona limited liability company ("Landlord"), and BHSM Rehabilitation, LLC a Delaware limited liability company ("Tenant").

1. TERMS AND DEFINITIONS

For the purposes of this Sublease, the following terms shall have the following definitions and meanings:

A. Tenant: BHSM Rehabilitation, LLC a Delaware limited liability company

(1) Address prior to the Commencement Date (as hereinafter defined):

BHSM Rehabilitation, LLC
4714 Gettysburg Road
Mechanicsburg, PA 17055

(2) Address after the Commencement Date:

BHSM Rehabilitation, LLC
4714 Gettysburg Road
Mechanicsburg, PA 17055
Attn: Real Estate

With a copy to:

Select Medical Corporation
4714 Gettysburg Road
Mechanicsburg, PA 17055
Attn: General Counsel

B. Landlord: Banner--University Medical Center South Campus, LLC, an Arizona limited liability company

(1) Address for notices prior to and after the Commencement Date:

Banner--University Medical Center South Campus, LLC
2901 N. Central Avenue, Suite 160
Phoenix, AZ 85012
Attn: Program Director, Real Estate

With a copy to:

Banner--University Medical Center South Campus, LLC
2901 N. Central Avenue, Suite 160
Phoenix, AZ 85012
Attn: Chief Legal Officer/General Counsel

- (2) Address for payment of Rent (as hereinafter defined):

Banner--University Medical Center South Campus, LLC
LMS No.: 484-07-70939
2901 N. Central Avenue, Suite 160
Phoenix, AZ 85012
Attn: Real Estate Department

- (3) Address for Prime Landlord:

Pima County
150 W. Congress, 3rd Floor
Tucson, AZ 85701
Attn: Pima County Facilities Management Department

or to such other place or places as Landlord may from time to time designate by notice to Tenant.

C. Premises: Those certain premises consisting of 3,266 square feet located in Suites A, B and C in the Building (as hereinafter defined), as depicted on Exhibit A.

D. Premises Area: Approximately 3,266 Rentable Square Feet (as hereinafter defined).

E. Initial Term: The period commencing on the actual Commencement Date and ending on October 31, 2023 which is Five (5) years thereafter.

F. Term: The Initial Term, together with the period of each Option (as hereinafter defined) exercised by Tenant in accordance with Section 3.B hereof.

G. Prime Landlord: Pima County, a political subdivision of the State of Arizona

H. Prime Lease: Prime Landlord and University Physician, Inc. the name of which was later changed to University Physician Healthcare ("UPH"), an Arizona nonprofit corporation, previously entered into a lease agreement dated April 27, 2004 pursuant to which Pima County, a political subdivision of the State of Arizona (the "Prime Landlord") leased to UPH a hospital facility and some associated real property. Said lease was amended several times and then

completely amended and restated by the parties pursuant to the Amended and Restated Lease date June 21, 2011 ("Prime Lease"). Said Prime Lease has been amended several times and was assigned to Landlord effective February 27, 2015. The term of the Prime Lease runs through June 16, 2029. A copy of the Prime Lease is attached hereto and incorporated herein as Exhibit C. The area leased under the Prime Lease includes a one-story building, the Sports Medicine/Physical Therapy Clinic (the "Building"), which is east of the main hospital building, in which the subleased Premises are located.

I. Commencement Date: November 1, 2018.

J. Annual Basic Rent During Initial Term:

Months 1 – 12	\$81,650.00 payable in equal monthly installments of \$6,804.17. The foregoing is based upon \$25.00 per Rentable Square Foot of the Premises per month.
Months 13 – 24	\$84,099.50, payable in equal monthly installments of \$7,008.29. The foregoing is based upon \$25.75 per Rentable Square Foot of the Premises per month.
Months 25 – 36	\$86,622.49, payable in equal monthly installments of \$7,218.54. The foregoing is based upon \$26.52 per Rentable Square Foot of the Premises per month.
Months 37 – 48	\$89,221.16 payable in equal monthly installments of \$7,435.10. The foregoing is based upon \$27.32 per Rentable Square Foot of the Premises per month.
Months 49 – 60	\$91,897.79, payable in equal monthly installments of \$7,658.15. The foregoing is based upon \$28.14 per Rentable Square Foot of the Premises per month.

K. Base Year: November 1, 2018 – October 31, 2019.

L. Tenant's Percentage: Thirty-Six and 6/10ths percent (36. 6%).

M. Security Deposit: N/A.

N. Permitted Use: Any of the following purposes, to the extent permitted under the Prime Lease: (a) all medical and related uses, including, without limitation, a health care center providing outpatient therapy; (b) services ancillary to a health care center, including, without limitation, laboratory services, medical imaging and patient education; (c) general, administrative and/or executive offices and all other related uses, (d) research and development and all other related uses, and (e) any other lawful purpose. Landlord shall grant Tenant the exclusive right to perform physical therapy, occupational therapy, and orthotics in the Building during the entire term of the Sublease Agreement, including any Renewal Terms.

O. Parking: 16 unreserved vehicle parking spaces in accordance with Section 40 below located in Lots F and G as shown on the "Parking Site Plan" attached hereto and included herein as Exhibit D.

P. Brokers: N/A

Q. Building Area: 8,921 Rentable Square Feet.

R. Number of card reader keys provided to Tenant: N/A

S. Annual Basic Rent During Extended Term:

Months 61 – 72	\$94,654.72, payable in equal monthly installments of \$7,887.89. The foregoing is based upon \$28.98 per Rentable Square Foot of the Premises per month.
Months 73 – 84	\$97,494.36, payable in equal monthly installments of \$8,124.53. The foregoing is based upon \$29.85 per Rentable Square Foot of the Premises per month.
Months 85 – 96	\$100,419.19, payable in equal monthly installments of \$8,368.27. The foregoing is based upon \$30.75 per Rentable Square Foot of the Premises per month.
Months 97 – 108	\$103,431.76, payable in equal monthly installments of \$8,619.31. The foregoing is based upon \$31.67 per Rentable Square Foot of the Premises per month.
Months 109 – 120	\$106,534.71, payable in equal monthly installments of \$8,877.89. The foregoing is based upon \$32.62 per Rentable Square Foot of the Premises per month.

T. Laws: Collectively, all laws, statutes, codes, ordinances, rules, requirements and regulations of all applicable federal, state, regional, municipal, and local governmental bodies, agencies and authorities, including, but not limited, to building and zoning laws, the Americans with Disabilities Act of 1990, the Anti-Kickback and Stark Laws (as defined in Section 57.A below), the HIPAA Rules (as defined in Section 17.B below), health, safety and fire codes, and the requirements and regulations of Boards of Fire Underwriters having jurisdiction and of insurance carriers of all insurance on the Premises.

This Section 1 represents a summary of the basic terms of this Sublease. In the event of any inconsistency between the terms contained in this Section 1 and any specific provision of this Sublease, the terms of the more specific provision shall prevail.

2. PREMISES AND COMMON AREAS SUBLEASED

A. Landlord hereby Subleases to Tenant, and Tenant hereby Subleases from Landlord, the Premises.

B. For purposes of this Sublease, the following terms shall have the meaning specified below:

(1) The "Building" means the entirety of the structural improvements consisting of the one (1) story L-shaped building located on the Site (as hereinafter defined), known as the Sports Medicine/Physical Therapy facility, which includes the Premises and the Interior Project Common Areas (as hereinafter defined).

(2) The "Site" means the parcel of real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference and any parking as shown on Exhibit D.

(3) The "Project" means the Building, and all other improvements located on the Site, including the Premises, the Interior Project Common Areas, and the Exterior Project Common Areas (as hereinafter defined).

(4) The "Interior Project Common Areas" means the Building's common entrances and lobby, the corridors, restrooms, utility and equipment rooms, and janitorial closets in the Building for the benefit of all tenants, the stairways and access ways servicing the Building, and the common pipes, conduits, wires and appurtenant equipment serving the Premises.

(5) The "Exterior Project Common Areas" shall mean all areas of the Project (other than the Building, attached Building canopies, Building support columns, attached overhangs and footings, appurtenant truck loading or delivery docks or areas, ramps, and wells located within the Building or projecting into the Exterior Project Common Area) encompassing, without limitation, all of those facilities within or upon the Site for the non-exclusive use of Landlord, tenants, occupants and permitted invitees in common, including, without limitation, utility lines, storm drains, parking areas, parking area lighting, service areas, driveways, areas of ingress and egress, sidewalk and other pedestrian ways, delivery areas, landscaped areas, areas containing signs or structures advertising the Project name.

(6) The "Common Areas" means the total of the Interior Project Common Areas, and the Exterior Project Common Areas.

C. The Premises are Subleased to Tenant in "AS IS, WHERE IS" condition, Tenant's acceptance "AS IS" shall not relieve Landlord of its regular maintenance obligations under the Sublease. Landlord and Tenant agree that the Premises have an area of the number of Rentable Square Feet designated in Section 1.D.

D. The term "Usable Square Feet" as used in this Sublease shall be calculated in accordance with Building Owners and Managers Association International standards, namely "Office Buildings: Standard Methods of Measurement (ANSI/BOMA Z65.1 – 2010)". The term "Rentable Square Feet" as used in this Sublease shall be calculated at one hundred fifteen percent (115%) of Usable Square Feet. For purposes of establishing the initial Tenant's Percentage and Annual Basic Rent as shown in Section 1 of this Sublease, Landlord and Tenant have agreed that

the Rentable Square Feet of the Premises shall be fixed at the number set forth in Section 1.D and the Rentable Square Feet of the Building shall be as set forth in Section 1.Q.

E. Tenant shall have the nonexclusive right to use the Common Areas subject to applicable Laws and the Rules and Regulations referred to in Section 30 and attached hereto as Exhibit B.

F. Landlord reserves the right from time to time, to the extent permitted under the Prime Lease: (i) to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas, and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Premises which are located in the Premises or located elsewhere outside the Premises, and to expand the Building; (ii) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscape areas and walkways; (iii) to close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available; (iv) to designate other land outside the boundaries of the Building or Project to be a part of the Common Areas; (v) to add additional buildings and improvements to the Site; (vi) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Building or the Project, or any portion thereof; and (vii) to do and perform such other acts and make such other changes in, to or with respect to the Common Areas, the Building or the Project as Landlord may deem to be appropriate.

G. Tenant agrees not to cause or allow to be caused any default under the Prime Lease. Tenant will indemnify Landlord and the Prime Landlord against any loss, liability, and expenses (including reasonable attorneys' fees and costs) arising out of any default under the Prime Lease caused by Tenant. Any conflict between the terms of this Sublease and the Prime Lease will be controlled by the terms of the Prime Lease. Prime Landlord's consent to this Sublease in no way relieves Landlord of its obligation to comply, and cause Tenant to comply, with the Prime Lease. Prime Landlord is a third-party beneficiary of this Sublease with respect to those obligations of the parties that run to Prime Landlord.

3. TERM

A. The Initial Term of this Sublease shall be for the period designated in Section 1.E and Section 1.F, commencing on the Commencement Date, and ending on the expiration of such period, unless the Term hereby demised shall be sooner terminated as herein provided.

B. Tenant shall have the right to extend this Sublease for one (1) additional period of five (5) years (the "Option"), upon the same terms and conditions of this Sublease as are provided for the Initial Term, except that Annual Basic Rent shall be as set forth in Section 1.S. To exercise an Option, Tenant must not be in default beyond the period of any cure period at the time it exercises the Option, and must give notice to Landlord and to the Prime Landlord that Tenant is exercising the Option at least one hundred twenty (120) days before the Initial Term ends.

C. This Sublease shall at all times be contingent upon the continuation of the Prime Lease. Should said Prime Lease be terminated, this Sublease shall terminate commensurate with the termination of the Prime Lease.

D. This Sublease shall at all times be contingent upon and shall take effect upon the Effective Date of the transfer of the certain business assets of Landlord to Tenant in accordance with an Amendment to the Contribution Agreement related to the a joint venture between Banner Health ("Banner") and Select Physical Therapy Holdings, Inc., a Delaware corporation, Select Physical Therapy of Scottsdale Limited Partnership, an Alabama limited partnership and Physiotherapy Associates, Inc., a Michigan corporation (together "Select") which is expected to be November 1, 2018. In the event this transaction is not effective on November 1, 2018, the Commencement Date of this Sublease shall be the Effective Date of the transfer. In the event the transaction does not occur this Sublease shall be null and void.

4. POSSESSION

Tenant hereby acknowledges that in the event the Commencement Date has not occurred by the date set forth in Section 1.I for any reason, this Sublease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration date of the Term be in any way extended.

5. ANNUAL BASIC RENT

Tenant agrees to pay Landlord, as Annual Basic Rent for the Premises, the Annual Basic Rent designated in Section 1.J and Section 1.S in twelve (12) equal monthly installments, each in advance on the first day of each and every calendar month during the Term, except that one (1) monthly installment of Annual Basic Rent designated in Section 1.J shall be paid upon the execution of this Sublease, which amount shall be applied toward the installment due for the first full calendar month of the Term. In the event the Term of this Sublease commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then the "Rent" (as hereinafter defined) for such periods shall be prorated in the proportion that the number of days this Sublease is in effect during such periods bears to thirty (30), and such Rent shall be paid at the commencement of such period. In addition to the Annual Basic Rent, Tenant agrees to pay all other amounts required to be paid hereunder as and when same are due as hereinafter provided in this Sublease. Rent shall be paid to Landlord, without any prior notice or demand therefor, and without any abatement, deduction or offset whatsoever in lawful money of the United States of America, which shall be legal tender at the time of payment, at the address of Landlord designated in Section 1.B for the payment of Rent or to such other person or at such other place as Landlord may from time to time designate in writing. Annual Basic Rent together with Tenant's payments with respect to "Operating Expenses" (as hereinafter defined) are herein sometimes collectively referred to as "Gross Rent". Further, all charges to be paid by Tenant hereunder shall constitute rent, shall be paid in the manner provided herein and shall sometimes be collectively referred to as "Additional Rent". Gross Rent and Additional Rent are collectively referred to herein as "Rent".

6. OPERATING EXPENSES

A. For the purposes of this Section 6, the following terms are defined as follows:

(1) "Tenant's Percentage" shall be that percentage set forth in Section 1.L of this Sublease, which percentage is the quotient of the Rentable Square Feet of the Premises divided by the Rentable Square Feet of the Building.

(2) "Operating Expenses" shall, except as otherwise provided herein, consist of all costs of operation, management, ownership, maintenance and repair of the Building, including the Interior Project Common Areas. Operating Expenses shall further include an equitable portion (based upon the portion of such cost or expense relating to the Building) of all costs of operation, management, ownership, maintenance and repair of the Exterior Project Common Areas, but in no event greater than twenty-five percent (25%) of all such costs. For purposes of this Sublease, the costs of operation, management, ownership, maintenance and repair of the Building and the Exterior Project Common Areas shall be determined by generally accepted accounting principles, calculated assuming the Building is at least ninety percent (90%) occupied, and shall include the following costs by way of illustration, but not limitation: real property taxes (as defined in Section 6.A(5)) and assessments separately assessed against the Building and the Exterior Project Common Areas and any taxes or assessments hereafter imposed in lieu thereof; rent taxes, gross receipt taxes (whether assessed against Landlord or assessed against Tenant and paid by Landlord, or both); water and sewer charges; accounting, legal and other consulting fees; the cost and expense of insurance which Landlord deems reasonably necessary or appropriate in connection with the Project, or is required under the Prime Lease; the cost of utilities, excluding, however, the cost of utilities for the Premises and all other office premises in the Building which are paid directly by tenants, but including any utility charges for the Exterior Project Common Areas; security, and labor; utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations or interpretations thereof, promulgated by any federal, state, regional, municipal or local government authority in connection with the use or occupancy of the Building; the cost (amortized over the depreciable life of the items with interest at the Interest Rate (as hereinafter defined) on the unamortized balance) of any capital equipment or improvements or repairs made to the Project, or any life safety or energy efficiency equipment; costs incurred in the management of the Building including supplies, wages and salaries of employees used in the management, operation, maintenance and repair of the Building, and payroll taxes and similar governmental charges with respect thereto, management office rental, and a management fee; any and all assessments Landlord must pay for the Building and the Exterior Project Common Areas pursuant to any covenants, conditions and restrictions, reciprocal easement agreements, tenancy-in-common agreements or similar restrictions and agreements affecting the Project; the cost of air conditioning, waste disposal, heating, ventilating and elevator maintenance attributable solely to the Building; the cost of supplies, materials, equipment and tools required in the maintenance of the Building; maintenance costs, including utilities and payroll expenses, rental of personal property used in maintenance, and all other upkeep of the Exterior Project Common Areas; the costs and expenses of gardening and landscaping, maintenance of signs (other than Tenant's signs); personal property taxes levied on or attributable to personal property used in connection with the Building or the Exterior Project Common Areas; reasonable audit or verification fees; and costs and expenses of general repairs and maintenance, resurfacing, painting,

lighting and similar items, including appropriate reserves for such items related to the Building or the Exterior Project Common Areas. In no event shall Operating Expenses shall increase by no more than 5% per annum on a non-cumulative, non-compounding basis (excluding expenses not within the Landlord's reasonable control, including, by way of example, weather-related expenses, insurance, and real estate taxes.)

(3) Operating Expenses shall further include a portion of the cost of repairs and improvements Interior Project Common Areas (including but not limited parking lot, electrical risers, plumbing and non-structural portions of walls) which shall be equitably proportioned on the basis that the square footage of the Building bears to the total square footage of either the Project or the Building, as the case may be and as reasonably determined by Landlord.

(4) Notwithstanding the foregoing, Operating Expenses shall not include: depreciation on the Building; Landlord's ground rents, executive salaries; real estate brokers' commissions; tenant marketing costs; financing costs; and expenditures for which Landlord is to be reimbursed by insurance, legal fees, accounting fees and other related costs incurred by Landlord pertaining or relating to Landlord's disputes with other Tenants; all costs and expenses attributable to the remediation or removal of any Hazardous Substances or Hazardous Materials as defined under applicable federal or state law not caused by Tenant; all costs and expenses incurred to correct construction defects or design defects in the Subleased Premises or the Building, Center, Plaza or Project in which the Subleased Premises is located; costs or expenses incurred due to Landlord's negligence or the negligence of its employees, agents, contractors, workmen, invitees or other Tenants.;

(5) As used herein, the term "real property taxes" shall include any form of assessment, license fee, license tax, business license fee, transit tax or fee, commercial rental tax, levy, charge, penalty, tax or similar imposition, imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any political subdivision thereof, or any school, agricultural, lighting, drainage, transportation or other improvement or special assessment district thereof, as against any legal or equitable interest of Landlord in the Project, or any portion thereof, including, but not limited to, the following:

(a) any tax on Landlord's right to collect the Rent or right to other income from the Premises, or as against Landlord's business of leasing the Premises;

(b) any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessments, taxes, fees, levies and charges that may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants (It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies and charges be included within the definition of real property taxes for the purposes of this Sublease.);

(c) any assessment, tax, fee, levy or charge allocable to or measured by the area of the Premises or the Rent payable hereunder, including, without limitation, any gross income tax or excise tax levied by the state, city or federal government, or any

political subdivision thereof, with respect to the receipt of the Rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; and

(d) any assessment, tax, fee, levy or charge upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises, or based upon a reassessment of the Project, or any portion thereof, due to a change in ownership or transfer of all or part of Landlord's interest in this Sublease, the Project, or any portion thereof.

(e) the Government Property Lease Excise Tax, as provided in A.R.S. § 42-6201 to 42-6210, to the extent applicable.

Notwithstanding any provision of this Section 6 expressed or implied to the contrary, real property taxes shall not include Landlord's federal or state income, franchise, inheritance or estate taxes. Tenant acknowledges that Landlord is a non-profit, tax-exempt entity and, in some cases, can claim an exemption from the payment of real property taxes.

(6) During the Term, Tenant shall pay to Landlord, Tenant's Percentage of the Operating Expenses, which amount shall constitute a portion of Gross Rent.

(a) On or before May 1st of each Sublease Year during the Term, Landlord shall endeavor to deliver to Tenant a statement ("Estimate Statement") wherein Landlord shall estimate the Operating Expenses of the then current Sublease Year. Tenant shall pay to Landlord, one-twelfth (1/12th) of the Operating Expenses each month thereafter, beginning with the next monthly installment of Annual Basic Rent due, until such time as Landlord issues a revised Estimate Statement or the Estimate Statement for the succeeding Sublease Year. "Sublease Year" shall mean each calendar year during the Term subsequent to the Base Year. In addition, concurrent with the monthly installment of Annual Basic Rent next due following Tenant's receipt of such Estimate Statement, Tenant shall pay an amount equal to one-twelfth (1/12) of such Operating Expenses multiplied by the number of months from and including January in the current Sublease Year to the month of such Annual Basic Rent payment next due; provided, however, there shall be deducted from such amount any Operating Expenses previously paid by Tenant during the then current Sublease Year. Notwithstanding the foregoing, if at any time during the Term, but not more often than quarterly, Landlord determines that Tenant's Percentage of Operating Expenses for the then current Sublease Year will exceed the amount set forth in the Estimate Statement, Landlord may issue a revised Estimate Statement and Tenant shall pay to Landlord, within thirty (30) days of the delivery of the revised Estimate Statement, the difference between such revised Estimate Statement and the original Estimate Statement prorated for the portion of the then current Sublease Year which has then elapsed, and Tenant shall pay each month thereafter through February of the succeeding Sublease Year or until the receipt by Tenant of the Estimate Statement for the succeeding Sublease Year, if later (subject to receipt of an additional revised Estimate Statement), beginning with the next monthly installment of Annual Basic Rent due, an amount equal

to the balance of such difference divided by the number of months remaining in the then current Sublease Year.

(b) On or before May 1st of each Sublease Year during the Term of this Sublease, Landlord shall endeavor to deliver to Tenant a statement ("Actual Statement") which states the actual Operating Expenses for the Base Year or the preceding Sublease Year, as applicable. If the Actual Statement reveals that Tenant's Percentage of the amount by which the Operating Expenses for the Base Year or the preceding Sublease Year, as applicable, exceeds the total amount of Operating Expenses paid by Tenant on account of the Base Year or the preceding Sublease Year, as applicable, Tenant shall pay Landlord the difference in a lump sum within thirty (30) days of receipt of the Actual Statement. If the Actual Statement reveals that Tenant's Percentage of the amount by which the Operating Expenses for the Base Year or the preceding Sublease Year, as applicable, is less than the amount of Operating Expenses paid by Tenant on account of the Base Year or such preceding Sublease Year, as applicable, Landlord shall credit any overpayment toward the next monthly installments of Tenant's Percentage of Operating Expenses which Tenant owes Landlord pursuant to this Sublease. Landlord shall calculate the said costs and expenses and submit them to the Tenant for payment within one hundred eighty (180) days of the end of each Sublease year. In the event that the Landlord fails to submit to the Tenant, a claim or demand for payment of the said expenses within the one hundred eighty (180) day period, then the Landlord forever releases, waives and relinquishes any right that the Landlord may have had pursuant to the Sublease, to collect such costs and expenses and under no circumstance shall the Tenant be liable or obligated to pay the same.

(c) In the event the Term has expired and Tenant has vacated the Premises, at such time as the final determination has been made regarding Tenant's Percentage of Operating Expenses for the Sublease Year in which this Sublease terminated, Tenant shall immediately pay any amounts due as a result of an increase over estimated expenses paid and, conversely, any overpayment made in the event said expenses are less than estimated expenses paid shall be immediately remitted to Tenant by Landlord.

(7) Should the Landlord fail to deliver an Actual Statement, claim or demand for payment of the said expenses within one year of the end of the year in which the expenses accrued, then the Landlord forever releases, waives and relinquishes any right that the Landlord may have had pursuant to the Sublease, to collect such costs and expenses and under no circumstance shall the Tenant be liable or obligated to pay the same.

(8) Landlord's failure to charge Tenant for Operating Expenses for any year, to provide an Estimate Statement or to provide an Actual Statement will not operate as a waiver of Landlord's right to charge Tenant for Operating Expenses incurred in a subsequent year.

7. SECURITY DEPOSIT

Intentionally Omitted.

8. USE; HAZARDOUS MATERIALS

A. Tenant shall use the Premises for the use or uses set forth in Section 1.N above, and shall not use or permit the Premises to be used for any other purpose whatsoever. Nothing contained herein shall be deemed to give Tenant any exclusive right to such use in the Building or the Project. Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or with respect to the use or occupation thereof. Tenant shall comply with all rules, orders, regulations and requirements of any insurance authority having jurisdiction over the Project or any present or future insurer relating to the Premises or the Building. Tenant shall promptly, upon demand, reimburse Landlord for any additional premium charged for any existing insurance policy or endorsement required by reason of Tenant's failure to comply with the provisions of this Section 8 or by reason of Tenant's use or occupancy of the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises and shall keep the Premises in first class repair and appearance. Tenant shall not use or occupy the Premises in violation of any Laws or of the certificate of occupancy (or equivalent thereof) issued for the Building by the City of Tucson ("Certificate of Occupancy"), and shall, upon written notice from Landlord, discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of any Laws or of said Certificate of Occupancy. Tenant shall not do or permit anything to be done in or about the Premises which will in any manner obstruct or interfere with the rights of other tenants or occupants of the Project, or injure or annoy them, nor shall Tenant use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall comply with all restrictive covenants and obligations created by private contracts which affect the use and operation of the Premises, the Building, the Common Areas or the Project.

B. Tenant shall not place a load upon the Premises exceeding the average pounds of live load per square foot of floor area specified for the Building by Landlord's architect, with the partitions to be considered a part of the live load. Landlord reserves the right to prescribe the weight and positions of all safes, files and heavy equipment which Tenant desires to place in the Premises so as to distribute properly the weight thereof. Further, installation of Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other space in the Building shall be subject to the approval of Landlord and, if approved, shall be so installed, maintained and used by Tenant as to eliminate such vibration or noise. Tenant shall be responsible for all structural engineering required to determine structural load as well as the expense thereof if Landlord reasonably believes Tenant has violated the limitation on structural load. Anything contained in this Sublease to the contrary notwithstanding, all transferable development rights related in any way to the Project shall always remain vested in Landlord, and Tenant waives any rights thereto.

C. Except for materials and supplies typically used in an office area in the ordinary course of business for use in the manner for which they were designed, in such amounts as may be normal for the office business operations conducted by Tenant in the Premises as a Permitted Use and solely in compliance with all Environmental Laws (as hereinafter defined), neither Tenant nor its agents, employees, contractors, licensees, sublessees, assignees, concessionaires or invitees

shall use, handle, store or dispose of any Hazardous Materials (as hereinafter defined) in, on, under or about the Premises or the Project, or any portion thereof. Tenant further agrees that Tenant and its agents, employees, contractors, licensees, sublessees, assignees, concessionaires or invitees will comply with all Environmental Laws, including, but not limited to, those involving the use, discharge, removal and presence of any Hazardous Substances. Tenant shall be solely responsible for and shall indemnify, defend and hold Landlord and Prime Landlord harmless for, from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in valuation of the Premises or the Project, and sums paid in settlement of claims, and for attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of the use, generation, manufacture, production, storage, release, discharge, disposal or presence of Hazardous Materials on the Premises (or off-site of the Premises) caused, directly or indirectly, by Tenant and/or its employees, agents, contractors, licensees and invitees. This indemnification of Landlord and Prime Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remediation, removal or restoration work whether on the Premises or off-site of the Premises. Tenant shall promptly take all actions, at its sole cost and expense, as are necessary to return the Premises, the Project and/or affected off-site area to the condition existing prior to the introduction of any such Hazardous Materials, provided Landlord's approval of such actions shall first be obtained and Tenant shall fully cooperate in connection with any such clean-up, restoration or other work, at Tenant's sole cost and expense. Furthermore, Tenant shall immediately notify Landlord of any inquiry, test, investigation or enforcement proceeding by or against Tenant or the Premises concerning the presence of any Hazardous Materials. Tenant acknowledges that Landlord, at Landlord's election, shall have the sole right, at Tenant's expense, to negotiate, defend, approve and appeal any action taken or order issued by any governmental authority with regard to any Hazardous Materials contamination which Tenant is obligated hereunder to remediate. Landlord shall indemnify and hold Tenant harmless from liability, damages, awards, judgments, fines, penalties and reasonable legal fees and costs of defense as they are incurred, arising from or pertaining to the Building or Subleased Premises for violation of such laws, rules and regulations resulting from actions by persons other than Tenant.

"Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, pollutants or contaminants, as defined, listed or regulated now or in the future by any Law regulating, relating to or imposing liability or standards of conduct concerning, any environmental conditions, health or industrial hygiene, including, without limitation, (1) chlorinated solvents, (2) petroleum products or by-products, (3) asbestos, and (4) polychlorinated biphenyls. "Environmental Law" shall mean any Law, order or decree pertaining to health, industrial hygiene, environmental conditions or hazardous substances or materials including those defined in this Section 8 as Hazardous Materials. This Section 8.C shall survive expiration or termination of this Sublease.

9. NOTICES

All notices, demands, consents and approvals which may or are required to be given by either party to the other hereunder shall be in writing and shall be either served personally, or sent by overnight or next business day courier, or sent by registered or certified first class U.S. mail, return receipt requested with postage prepaid, as follows: If to Tenant, addressed at the address designated in

said Section 1.A and to the Premises, and if to Landlord, at the address designated in said Section 1.B, or to such other place as the party to be notified may from time to time designate by at least fifteen (15) days' notice to the notifying party. Such notices, demands, consents and approvals shall be deemed sufficiently served or given for all purposes hereunder, unless otherwise specified in this Sublease, either (a) if personally served, upon such service, (b) if sent by overnight or next business day courier, the following business day, or (c) if mailed via U.S. mail in the manner specified above, two (2) business days after the time of mailing or on the date of receipt shown on the return receipt, whichever is earlier.

10. BROKERS

Tenant represents and warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Sublease and that it knows of no other real estate broker, agent or finder who is or might be entitled to a commission or fee in connection with this Sublease. If Tenant has dealt with any other person or real estate broker with respect to leasing or renting space in the Project, Tenant shall be solely responsible for the payment of any fees due said person or firm, and Tenant shall indemnify, defend, and hold Landlord harmless for, from and against any liabilities, damages, costs or claims with respect thereto, including attorneys' fees.

11. HOLDING OVER

If Tenant holds over after the expiration or earlier termination of this Sublease without the express written consent of Landlord, Tenant shall become a tenant at sufferance only at a rental rate equal to the greater of (A) Landlord's then scheduled Rent for similar space in the Building, or (B) **one hundred and five percent 105%** of the Rent in effect upon the date of such expiration (subject to adjustment as provided in Sections 5 and 6 and prorated on a daily basis based on a thirty (30) day month), and otherwise subject to the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of Rent after such expiration or earlier termination shall not result in a renewal or extension of this Sublease. If Tenant fails to surrender the Premises upon the expiration of this Sublease despite demand to do so by Landlord, Tenant shall indemnify, defend and hold Landlord and Prime Landlord harmless for, from and against any liabilities, damages, costs or claims, including any attorneys' fees, arising out of or relating to any claim made by any succeeding tenant with fully executed Sublease for the Premises founded on or resulting from such failure to surrender.

12. TAXES ON TENANT'S PROPERTY

Tenant shall be liable for and shall pay, before delinquency, all taxes levied against any personal property or trade fixtures placed by Tenant in or about the Premises, and on the value of any tenant improvements made therein by Tenant. If any such taxes on Tenant's personal property, trade fixtures or such tenant improvements are levied against Landlord or Landlord's property or if the assessed value of the Premises or the Project is increased by the inclusion therein of a value placed upon such personal property, trade fixtures or tenant improvements, Tenant shall pay the amount thereof as invoiced to Tenant by Landlord immediately upon receipt of such invoice.

13. CONDITION OF PREMISES

Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises, the Building, the Common Areas or the Project or with respect to the suitability of any of the above for the conduct of Tenant's business. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises and the Project were in satisfactory condition at such time.

14. ALTERATIONS; REMOVAL OF PROPERTY

A. Tenant shall not make or allow to be made any alterations, additions or improvements (collectively "Alterations") in or to the Premises without obtaining Landlord's and Prime Landlords's prior written consent, which consent may not be unreasonably withheld. Any request for consent shall be accompanied by two (2) complete sets of plans and specifications for the proposed Alterations suitable for submission to Landlord's architect for evaluation and a statement of the identity of the contractor who will perform such Alterations. In addition, as a condition to its consent, Landlord may require Tenant to (i) pay to Landlord prior to commencement of construction of the Alterations a construction fee for its overhead and supervision equal to ten percent (10%) of the cost of the Alterations, (ii) furnish assurances satisfactory to Landlord that all contractors who will perform such work have, in force, workers' compensation and such other employee and comprehensive general liability insurance as Landlord deems necessary to supplement the insurance coverage provided for in Section 21.A, (iii) post adequate completion and performance bonds, (iv) provide regular written progress reports to and consult with Landlord. It shall be reasonable for Landlord to withhold its consent to any Alterations based on the proposed contractor's or subcontractor's inadequate financial status, reputation for poor quality work, inability or unwillingness to obtain performance or completion bonds or insurance. All work to be performed by Tenant in the Premises, including the delivery, storage and removal of materials, shall be scheduled through and be subject to the reasonable supervision of Landlord, shall not unreasonably interfere with other tenants of the Building or the Project, and shall be performed in accordance with any conditions or regulations imposed by Landlord. Such work shall be completed in a good and workmanlike manner in accordance with the plans and specifications approved by Landlord and in accordance with all applicable Laws. Any supervision by Landlord of such Alterations shall in no event constitute Landlord's approval of the work so performed, nor shall Landlord be responsible for or have any liability with respect to such supervision or work. Copies of required building permits or authorizations shall be obtained by Tenant at its expense and Tenant shall furnish copies of same to Landlord. Notwithstanding the foregoing, Tenant may, without permission of Landlord undertake non-structural and minor remodeling alterations such as carpet/flooring and painting and not to exceed \$10,000.

B. All Alterations upon the Premises, shall, become the property of Landlord, and shall remain upon and be surrendered with the Premises, as part thereof, at the expiration or sooner termination of this Sublease.

C. All articles of personal property and all business and trade fixtures, machinery, equipment, furniture and removable partitions owned by Tenant or installed by Tenant at its

expense in the Premises may be removed by Tenant at any time during the Term of this Sublease, provided that Tenant shall, at its sole expense, repair any damage caused by such removal. If Tenant shall fail to remove all of its property from the Premises upon termination of this Sublease for any cause whatsoever, Landlord may, at its option, remove the same in any manner that Landlord shall choose, and store or dispose of said property without liability to Tenant for loss thereof, and Tenant agrees to pay to Landlord upon demand any and all expenses incurred in such removal, including court costs, attorneys' fees and storage charges on such property for any length of time that the same shall be in Landlord's possession. In the alternative, Landlord may, at its option, without notice, sell said property, or any of the same, at a private sale without legal process, for such prices as Landlord may obtain and apply the proceeds of such sale to any amounts due under this Sublease from Tenant to Landlord and to the expense incident to the removal and sale of such property.

15. REPAIRS

A. By entry hereunder, Tenant accepts the Premises as being in good and sanitary order, condition and repair. Tenant shall keep, maintain and preserve the Premises in a first class condition and repair, and shall, as and when needed, at Tenant's sole cost and expense, make all repairs to the Premises and every part thereof, including, without limitation, all interior walls, floors, ceilings and fixtures, and repair all damage caused by Tenant, its agents, employees, invitees and licensees to the utility outlets and other installations in the Premises or elsewhere in the Building or the Project. Subject to Section 14.B, Tenant shall, upon the expiration or sooner termination of the Term hereof, surrender the Premises to Landlord in the same condition as when received, reasonable wear and tear excepted.

B. Subject to Tenant's obligations to pay Tenant's Percentage of the Operating Expenses pursuant to Section 6, and subject to the indemnification provisions of Section 19, Landlord shall repair and maintain the structural portions of the Building (including the roof), and shall repair and maintain the basic plumbing, heating, ventilating, air conditioning, elevator and electrical systems installed or furnished by Landlord in the Building, unless such maintenance and repairs are caused, in part or in whole, by the act, neglect, fault or omission of Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord, the cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance, unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements to any portion of the Project or the Premises, or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any Laws now or hereafter in effect.

16. LIENS

Tenant shall not permit any mechanics', materialmen's or other liens to be filed against all or any part the Project, or against Tenant's leasehold interest in the Premises. Landlord shall have the right at all reasonable times to post and keep posted on the Premises any notices which it deems necessary for protection from such liens. If any such liens are filed, Landlord may, without

waiving its rights and remedies based on such breach by Tenant and without releasing Tenant from any of its obligations, cause such liens to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such liens. Tenant shall pay to Landlord at once, as Additional Rent, upon notice by Landlord, any sums paid by Landlord to remove such liens. Without limiting the generality of the foregoing, Tenant covenants and agrees that any liens filed against the Premises or against the Building or the Project for work claimed to have been done for, or materials claimed to have been furnished to, Tenant will be discharged by Tenant, by bond or otherwise, within ten (10) days after the filing thereof, at Tenant's sole cost and expense.

17. ENTRY BY LANDLORD; PROTECTED HEALTH INFORMATION

A. Subject to the provisions of Section 17.B below, Landlord reserves and shall at any and all times have the right to enter the Premises to inspect the same, to supply those services to be provided by Landlord to Tenant hereunder, to show the Premises to prospective purchasers, encumbrancers or tenants, to alter, improve or repair the Premises or any other portion of the Building, all without being deemed guilty of any eviction of Tenant and without abatement of Rent, and may, in order to carry out such purposes, erect scaffolding and other necessary structures where required by the character of the work to be performed. Notwithstanding the foregoing, except for emergencies, Building services, repairs and maintenance, Landlord shall provide Tenant with twenty-four (24) hours' prior notice of its intent to enter the Premises and Landlord shall limit the number to six (6) persons entering on behalf of Landlord at any one time and Landlord shall not enter treatment areas then in use. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss in, upon and about the Premises or the Project. Landlord shall at all times have and retain a key with which to unlock all doors to and in the Premises. In the event of an emergency, Landlord shall have the right to use any and all means which Landlord may deem necessary and proper to open said doors in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not be construed or deemed to be a forcible or unlawful entry into the Premises, or an eviction of Tenant from the Premises or any portion thereof. It is understood and agreed that no provision of this Sublease shall be construed as obligating Landlord to perform any repairs, alterations or decorations, except as otherwise expressly agreed herein by Landlord.

B. For purposes of this Sublease, "protected health information", or "PHI", shall have the meaning defined by the HIPAA Rules – the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164 (the "HIPAA Rules"). Tenant will reasonably safeguard PHI from any intentional or unintentional disclosure in violation of the HIPAA Rules by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. Tenant will implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord or Landlord's subcontractors and agents. Neither Landlord nor its contractors, subcontractors or agents shall have access to, nor shall they use or disclose, any PHI of Tenant. In the event PHI is disclosed by Tenant or its agents to Landlord, or to its contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take all steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. In elaboration of the foregoing and without limitation, Landlord will refrain from

entering any portion of the Premises where patient care is being given, except upon request by Tenant and accompanied by a Tenant representative; and in the performance of Landlord's obligations and exercise of rights under this Sublease, Landlord will endeavor and use its best efforts to avoid inadvertent or incidental discovery, use, access to, or disclosure of all PHI. The parties will provide access to the other party to its security plans and processes present and applicable to the Premises, and cooperate in the implementation of their respective safeguards to limit the disclosure of 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 HIPAA Rules.

18. UTILITIES AND SERVICES

A. As long as Tenant is not in default under any of the terms, conditions, provisions or agreements of this Sublease, Landlord shall, during Tenant's occupancy of the Premises:

(1) Furnish air conditioning and heating in season, at such temperatures and in such amounts and during those Building hours of operation as are considered by Landlord to be standard, as same may be limited or controlled by applicable Laws. Tenant agrees to cooperate fully at all times with Landlord, and to abide by all reasonable regulations and requirements which Landlord may prescribe for the proper function and protection of the heating, ventilation and air conditioning system (the "HVAC System"). Tenant agrees not to connect any apparatus, device, conduit or pipe to the Building chilled and hot water air conditioning supply lines without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Tenant further agrees that neither Tenant nor its servants, employees, agents, visitors, licensees or contractors shall at any time enter mechanical installations or facilities of the Building or Project or adjust, tamper with, touch or otherwise in any manner affect said installations or facilities. The cost of maintenance and service calls to adjust and regulate the HVAC System shall be charged to Tenant if the need for maintenance work results from either Tenant's adjustment of room thermostats or Tenant's failure to comply with its obligations under this Section 18. Such work shall be charged at hourly rates equal to then current journeyman's wages for air conditioning mechanics.

(2) Furnish electrical facilities to provide sufficient power for normal lighting purposes and operation of all business and medical machines as permitted by and consistent with the Permitted Uses, but not including electricity required in excess of Landlord's building standard for any item of electrical equipment which (singly) consumes more than .5 kilowatts per hour at rated capacity, or requires a voltage other than one hundred twenty (120) volts single phase. Tenant's use of electric current shall never exceed the capacity of the feeders to the Building, or the risers or wiring installation. Tenant shall not, without the prior written consent of Landlord, which consent may not be unreasonably withheld, use any apparatus or device in the Premises that will substantially increase the amount of electricity or water usually furnished or supplied to similarly situated Subleased premises for uses similar to the Permitted Use. Landlord may cause an electric current or water meter to be installed in the Premises to measure the amount of electrical current or water consumed for any such substantial, additional use. If Tenant is found to be using a substantially disproportionate amount of water or electricity in violation of this Section 18.A, the cost of such meter and other installations, and any additional cost of operating and maintenance