

occasioned thereby, shall be paid by Tenant. Any special electrical service or exhaust or heat dissipation system required by Tenant shall be installed and maintained as an Alteration in the manner provided for in Section 14 above.

(3) Tenant shall pay to Landlord the cost of removal of any of Tenant's refuse and rubbish to the extent that the same exceeds the refuse and rubbish usually attendant upon similarly situated Subleased premises for uses similar to the Permitted Use.

B. Tenant shall pay or cause to be paid (prior to delinquency) all charges for water, gas, heat, air conditioning, electricity, power, telephone and other data and communication services, and sewer service and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises during the Term (collectively, "Tenant's Utilities"). Tenant shall further cause Tenant's Utilities to be separately metered as of the Commencement Date, and shall cause all bills or charges attributable to Tenant's Utilities to be directed to Tenant. Tenant acknowledges and agrees that Landlord shall not be responsible for the payment of Tenant's Utilities during the Term.

C. Any heating, ventilation, or air conditioning service provided by Landlord to Tenant during hours other than Building hours of operation shall be furnished at Tenant's sole cost and expense. Tenant shall not, without the prior written consent of Landlord which consent shall not be unreasonably withheld, use any apparatus or device in the Premises that will in any way materially affect the temperature otherwise maintained by the HVAC System for the Building. Landlord shall have the right to install any machinery and equipment which Landlord reasonably deems necessary to restore temperature balance, including, without limitation, modifications to the HVAC System. In the event that Tenant desires any service in amounts exceeding the services described herein as determined by Landlord, Tenant shall pay Landlord the cost of providing such additional services, plus a reasonable administrative fee, as Additional Rent. As of the Commencement Date, the cost of such additional services (including the reasonable administrative fee) shall be Fifty Dollars (\$50.00) per hour. The costs of such service may be adjusted reasonably from time to time by Landlord to compensate for increased costs of operation and maintenance.

D. Landlord's failure to furnish any of such utilities and services whether caused by accident, breakage or repairs, strikes, lockouts or other labor disturbances or labor disputes of any such character, governmental regulation, moratorium or other governmental action, inability despite the exercise of reasonable diligence to obtain such utilities or services or otherwise shall not result in any liability to Landlord, nor shall Tenant be entitled to any abatement or reduction of Rent, nor shall Landlord be deemed to have evicted Tenant, nor shall Tenant be relieved from the performance of any covenant, obligation or agreement in this Sublease because of any such failure. In the event of any stoppage or interruption of services or utilities, Landlord shall use reasonable diligence to attempt to resume such services or utilities. If Tenant requires or utilizes more water than is considered reasonable or normal by Landlord, Landlord may, at its option, require Tenant to pay the cost, as determined by Landlord, incurred by such extraordinary usage. In addition, Landlord may install separate meters for the Premises, at Tenant's sole expense, and Tenant thereafter shall pay all charges of the utility providing service.

19. INDEMNIFICATION

Tenant shall indemnify, defend and protect Landlord and Prime Landlord (with counsel acceptable to Landlord or Prime Landlord as applicable), and hold Landlord and Prime Landlord harmless for, from and against any and all loss, cost, damage, expense and liability (including, without limitation, court costs and professional fees such as appraisers', accountants' and attorneys' fees) incurred in connection with, arising out of, or relating to any cause in, upon or about the Premises or the activities of Tenant, the contractors, agents, servants, employees, visitors or licensees of Tenant in, upon or about the Project, including, without limiting the generality of the foregoing: (A) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Sublease on Tenant's part to be observed or performed; (B) the use or occupancy of the Premises by Tenant or any person claiming by, through or under Tenant; (C) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever; or (D) any act, fault, neglect or omission of Tenant or any person claiming by, through or under Tenant, or of Tenant's contractors, agents, servants, employees, visitors or licensees or any such person, in, upon or about the Premises or the Project, including, without limitation, any acts, omissions, or negligence in the making or performance of any Alterations.

Landlord shall indemnify and save harmless Tenant of and from liability for damages or claims against Tenant, including costs, attorneys' fees and expenses of Tenant in defending against the same, on account of injuries to any person or property arising out or about the Premises, if the injuries are caused by the gross negligence or willful misconduct of Landlord, its contractors, agents, servants or employees.

The provision of this Section 19 shall survive the expiration or sooner termination of this Sublease.

20. DAMAGE TO TENANT'S PROPERTY AND WAIVER

Notwithstanding anything contained in this Sublease to the contrary, Landlord or its agents and employees shall not be liable for (A) any damage to any property entrusted to employees of the Building or Project, (B) loss or damage to any property by theft or otherwise, or (C) any injury or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from pipes, appliances or plumbing work therein or from the roof, street, subsurface or from any other place or resulting from dampness or any other cause whatsoever. Landlord or its agents shall not be liable for interference with light or other similar intangible property interests, nor shall Landlord be liable for any latent defects in the Premises or the Project. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or the Project, and of defects therein or in the fixtures or equipment located therein. No party shall be liable for, and each party hereby waives all claims against the other, for damage to any property or injury, illness or death of any person in, upon or about the Premises and/or the Project arising at any time and from any cause whatsoever, except for any negligence or willful acts of either party.

21. INSURANCE

A. Tenant shall keep in full force and effect, at its sole cost and expense, during the Term hereof and any other period of occupancy the following insurance:

(1) Standard form property insurance insuring against the perils of fire, extended coverage, vandalism, malicious mischief, special extended coverage ("All Risk"), business interruption and sprinkler leakage. This insurance policy shall be upon all property owned by Tenant, for which Tenant is legally liable, or that was installed at Tenant's expense, and which is located at the Premises, including, but not limited to, furniture, fittings, installations, fixtures (other than Tenant's improvements installed by Landlord), and any other personal property of Tenant, in an amount not less than one hundred percent (100%) of the replacement cost thereof.

(2) A Commercial General Liability Policy with limits of not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate covering bodily injury to persons, including death, and property damage, advertising injury, personal injury and contractual liability. Such insurance shall be with a reputable insurer, and shall provide coverage for the Premises and Tenant's operations, independent contractors, and contractual liability assumed in Section 19 above. Tenant shall cause its Commercial General Liability insurer to name Landlord as an additional insured under such insurance to the extent of Tenant's insurable contractual liability assumed in Section 19 above. The insurance policy shall contain a severability of interests provision and a provision that the insurance provided to Landlord as additional insureds shall be primary to and not contributory with insurance maintained by Landlord. A certificate of insurance evidencing that the foregoing insurance is in effect shall be delivered to Landlord prior to Tenant's occupancy of the Premises, and shall be kept current throughout the Term of this Sublease. Such certificate shall reflect the status of Landlord and Prime Landlord, as additional insureds, and shall provide for fifteen (15) days advance notice to Landlord in the event of cancellation or material change that adversely affects the interests of Landlord.

(3) Workers' Compensation and Employer's Liability Insurance in form and amounts not less than that required by applicable Laws.

(4) Loss of income and business interruption insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils, excluding earthquakes, commonly insured against by prudent tenants or attributable to prevention of access to the Premises or to the Building as a result of such perils.

B. All policies shall be taken out with insurance companies holding a General Policyholders Rating of "A" and a Financial Rating of "X" or better, as set forth in the most current issue of Best's Insurance Reports. As soon as practicable after the placing of the required insurance, but not later than ten (10) days prior to the date Tenant takes possession of all or part of the Premises, Tenant shall deliver to Landlord copies of policies and certificates evidencing the existence of the amounts and forms of coverage required hereunder. No such policy shall be cancelable or reducible in coverage except after thirty (30) days' prior written notice to Landlord and Prime Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies,

furnish Landlord with renewals or binders thereof, or if Tenant fails to do so, Landlord may order such insurance and charge the cost thereof to Tenant as Additional Rent. If Landlord obtains any insurance that is the responsibility of Tenant under this Section 21, Landlord shall deliver to Tenant a written statement setting forth the cost of any such insurance and showing in reasonable detail the manner in which it has been computed and Tenant shall promptly remit said amount to Landlord.

C. During the Term, Landlord shall insure the Building (excluding any property which Tenant is obligated to insure under Section 21.A above), in such amounts and with such deductibles as Landlord considers appropriate. Furthermore, during the Term of this Sublease, Landlord shall insure the Building against loss of rental income in such amounts and with such deductibles as are considered commercially reasonable for comparable buildings. Landlord may, but shall not be obligated to, obtain and carry any other form or forms of insurance as it or the Prime Landlord may determine advisable. Notwithstanding any contribution by Tenant to the cost of insurance premiums as provided herein, Tenant acknowledges that it has no right to receive any proceeds from any insurance policies carried by Landlord. Further, notwithstanding anything to the contrary contained in this Sublease, Landlord may (and shall have the sole right, in its sole discretion, to), to the extent permitted under the Prime Lease, elect to satisfy any or all insurance requirements set forth in this Sublease through high deductibles, self-insured retentions, any "self-insurance" program and/or any captive insurance company (as applicable).

D. Tenant will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any insurance policy periodically in force covering the Premises or the Project. If Tenant's occupancy or business in or upon the Premises, whether or not Landlord has consented to the same, results in any increase in premiums for the insurance periodically carried by Landlord with respect to the Project, Tenant shall pay as Additional Rent any such increase in premiums within ten (10) days after being billed therefor by Landlord. In determining whether increased premiums are a result of Tenant's use of the Premises, a schedule issued by the organization computing the insurance rate on the Project showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up such rate.

E. If any of Landlord's insurance policies shall be canceled or cancellation shall be threatened, or the coverage thereunder reduced or threatened to be reduced in any way because of the use of the Premises or any part thereof by Tenant or by any assignee or subtenant of Tenant, or by anyone Tenant permits on the Premises and, if Tenant fails to remedy the condition giving rise to such cancellation, threatened cancellation, reduction of coverage, threatened reduction of coverage, increase in premiums, or threatened increase in premiums, within forty-eight (48) hours after notice thereof, Landlord may, at its option, either terminate this Sublease or enter upon the Premises and attempt to remedy such condition, and Tenant shall promptly pay the cost thereof to Landlord as Additional Rent. Landlord shall not be liable for any damage or injury caused to any property of Tenant or of others located on the Premises resulting from such entry.

F. Landlord and Tenant release and relieve the other, and waive their entire right of recovery for loss or damage to property located within or constituting a part or all of the Premises or the Project to the extent that the loss or damage is covered by (1) the injured party's insurance, or (2) the insurance the injured party is required to carry under this Section 21, whichever is

greater. This waiver applies whether or not the loss is due to the negligent acts or omissions of Landlord or Tenant, or their respective officers directors, employees, agents, contractors, or invitees. Landlord and Tenant shall have their respective property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims; provided, however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.

22. DAMAGE OR DESTRUCTION

A. Subject to the Prime Lease, if the Premises, through no fault of Tenant, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Premises untenable as reasonably determined by Landlord, Rent shall, unless Landlord has elected not to rebuild as hereinafter provided, abate proportionately to the degree to which Tenant's use of the Premises is impaired during the period of such repair or reconstruction, until such time as the Premises are made tenable as reasonably determined by Landlord. If the Premises, through the fault of Tenant, its agents, employees, invitees or visitors, shall be partially destroyed by fire or other casualty so as to render the Premises untenable, Rent shall abate in the proportion of the Premises made untenable by casualty, unless Landlord has elected not to rebuild as hereinafter provided, only abate to the extent of insurance proceeds received by Landlord under rental loss insurance maintained by Landlord. Except where Landlord determines not to rebuild the Project and/or the Premises as hereinafter provided, Landlord shall use reasonable diligence to repair the same subject to delays and adjustment of insurance proceeds (except that Landlord shall have no obligation to repair or replace Alterations). In the event of the total destruction of the Premises or the Project, or in the event of the partial destruction of the Premises or the Project and Landlord determines not to rebuild, then Landlord shall have no obligation to rebuild the Premises and/or the Project, and, subject to the rent abatement provision of this Section 22.A, all Rent up to the casualty shall be paid by Tenant and thenceforth this Sublease shall terminate. The proceeds from any insurance paid by reason of damage to or destruction of the Building or any part thereof, or any other element, component or property insured by Landlord shall belong to and be paid to Landlord, subject to the rights of the Prime Landlord. Tenant shall not be entitled to any compensation or damages for loss in the use of the whole or any part of the Premises and/or any inconvenience or annoyance by such damage, repair, reconstruction or restoration.

B. Landlord and Tenant hereby waive the provisions of any statutes or court decisions which relate to the abatement or termination of Subleases when Subleased property is damaged or destroyed and agree that such event shall be exclusively governed by the terms of this Sublease.

23. EMINENT DOMAIN

A. If the Premises or any portion of the Project shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking to such an extent as to render the Premises or all or a portion of the Project untenable as determined by Landlord, Landlord shall have the right to terminate this Sublease effective as of the date possession is required to be

surrendered to said authority. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking, and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. If Landlord does not so elect to terminate, Landlord shall, to the extent of proceeds received, commence to restore the Premises to substantially their same condition prior to such partial taking, and a proportionate allowance shall be made to Tenant for the Gross Rent corresponding to the time during which, and to the part of the Premises of which, Tenant shall be so deprived on account of such taking and restoration. Nothing contained in this Section 23.A shall be deemed to give Landlord any interest in any award made to Tenant for the taking of personal property and fixtures belonging to Tenant.

B. In the event of a taking of the Premises or any part thereof for temporary use, (1) this Sublease shall be and remain unaffected thereby and Rent shall not abate, and (2) Tenant shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of the taking which is within the Term, provided that if such taking shall remain in force at the expiration or earlier termination of this Sublease, Tenant shall then pay to Landlord a sum equal to the reasonable cost of performing Tenant's obligations under Section 15 with respect to surrender of the Premises and upon such payment shall be excused from such obligations. For purposes of this Section 23.B, a temporary taking shall be defined as a taking for a period of two hundred seventy (270) days or less.

24. DEFAULT BY TENANT AND REMEDIES

A. The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

(1) The failure by Tenant to make any payment of Rent, or any other amounts due pursuant to this Sublease by the tenth (10th) day after such payment is due.

(2) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Sublease to be observed or performed by Tenant, other than as specified in Sections 24.A(1), (3), (4) or (5), where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter continuously and diligently prosecute such cure to completion, which completion shall occur not later than thirty (30) days from the date of such notice from Landlord.

(3) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Sublease, where possession is not restored to Tenant within thirty (30) days; the attachment, execution or other judicial seizure of substantially all of Tenant's

assets located at the Premises or of Tenant's interest in this Sublease where such seizure is not discharged within thirty (30) days; or if this Sublease shall, by operation of law or otherwise, pass to any person or persons other than Tenant.

(4) The default by any guarantor of this Sublease under any guaranty of this Sublease with the repudiation or revocation by such guarantor of any such guaranty or any obligation under such guaranty, or the occurrence of any event described in Section 24.A(3) respecting any guarantor of this Sublease (as if Section 24.A(3) referred to such guarantor instead of Tenant).

(5) The vacation of the Premises by Tenant for a period in excess of ten (10) business days or the abandonment, coupled with non-payment of rent, of the Premises by Tenant. Nothing herein shall prevent Tenant from suspending operations in the Premises.

B. (1) In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Sublease and all rights of Tenant hereunder. In the event that Landlord shall elect to so terminate this Sublease, then Landlord may recover from Tenant: (i) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds Fair Market Rent; plus (iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the Fair Market Rent; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom.

(2) As used in Sections 24.B(1)(i) and (ii) above, the "worth at the time of award" is computed by allowing interest at the lesser of (A) the Bank of America, N.A. "prime or reference rate" plus seven and one-half percent (7.50%) per annum (or a substitute prime rate of a comparable lending institution reasonably selected by Landlord if Bank of America, N.A. no longer publishes a reference rate or ceases to exist), or (B) the maximum rate permitted by applicable Laws governing interest rate restrictions (such lesser rate herein referred to as the "Interest Rate"). As used in Section 24.B(1)(iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

C. In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Sublease, to reenter, pursuant to legal process, the Premises and remove all persons and property from the Premises. Any such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant or disposed of in a reasonable manner by Landlord. No reentry or taking possession of the Premises by Landlord pursuant to this Section 24.C shall be construed as an election to terminate this Sublease unless a written notice of such intention is given to Tenant, or unless the termination of this Sublease is decreed by a court of competent jurisdiction.

D. If Landlord does not elect to terminate this Sublease as provided above, Landlord may either recover all Rent as it becomes due or relet the Premises or any part thereof for the Term of this Sublease on terms and conditions as Landlord in its sole discretion may deem advisable with the right to reenter the Premises to make alterations and repairs to the Premises, and to enable Landlord to take whatever other actions may be necessary to relet, protect or preserve the Premises. However, making reasonable efforts to relet the Subleased Premises on commercially reasonable terms and by taking all other available and reasonable steps to mitigate its damages. In the event that Landlord shall elect to so relet, then Rent received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than Annual Basic Rent due hereunder from Tenant to Landlord; second, to the payment of any cost of any reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of Additional Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to payment of future Rent as the same may become due and payable hereunder. Should that portion of such Rent received from such reletting during any month, which is applied to the payment of Rent hereunder, be less than the Rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefore by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting, including, but not limited to, brokerage commissions, or in making such alterations and repairs not covered by the Rent received from such reletting.

E. All rights, options and remedies of Landlord contained in this Sublease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Sublease.

25. DEFAULT BY LANDLORD

Landlord shall not be in default hereunder unless Landlord has received written notice from Tenant specifying the obligation(s) that Landlord has failed to perform, and Landlord fails to perform such obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Sublease or withhold Rent as a result of Landlord's default, and Tenant's remedies shall be limited to an action for damages, injunction or specific performance of this Sublease.

26. ASSIGNMENT AND SUBLETTING

A. Tenant shall not voluntarily assign or encumber its interest in this Sublease or in the Premises or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's and Prime Landlord's prior written consent. Any assignment, encumbrance or sublease without Landlord's prior written consent shall be voidable at Landlord's election and shall constitute a default hereunder. No consent to an assignment, encumbrance or sublease shall constitute the consent to

any future assignment, encumbrance or sublease, or a further waiver of the provisions of this Section 26. Tenant shall notify Landlord and Prime Landlord in writing of Tenant's intent to assign, encumber or sublease this Sublease or the Premises, the name of the proposed assignee or sublessee, information concerning the financial responsibility of the proposed assignee or sublessee and the terms of the proposed assignment or subletting, and Landlord shall, within thirty (30) days of receipt of such written notice, the financial responsibility information and such other information as may be requested by Landlord concerning the proposed assignee or sublessee, elect one of the following: (1) consent to such proposed assignment, encumbrance or sublease; (2) refuse such consent, which refusal shall be on reasonable grounds.

B. If Tenant requests Landlord's consent to an assignment of this Sublease, or a sublease of all or a portion of the Premises, Landlord and Tenant agree, by way of example and not in limitation as to other reasonable grounds for withholding consent and without in any manner limiting Landlord's rights in the event of a proposed assignment or sublease, that it shall be reasonable under this Sublease and under any applicable Laws for Landlord to withhold its consent should Landlord determine that any of the following apply: (1) the proposed transferee's use of the Premises is inconsistent with the Permitted Use set forth in Section 1.N of this Sublease; (2) the proposed transferee is of a character or reputation or engaged in a business which is not consistent with the quality of the Building or would be a less prestigious occupant of the Building than Tenant; (3) the proposed transferee is not creditworthy, does not have unencumbered assets having a value at least equal to twice the amount of monetary obligations to be assumed in connection with the proposed assignment or sublease, or the present tangible net worth (i.e., exclusive of any value for goodwill, trademarks, patents and other similar intangible items) of the proposed transferee is less than the greater of Tenant's tangible net worth as of the date of this Sublease or Tenant's tangible net worth on the date of Tenant's request for consent; (4) the space to be subleased is not regular in shape with appropriate means of ingress and egress suitable for normal leasing purposes; (5) the proposed transferee is a governmental agency or instrumentality thereof; (6) Tenant is in default under this Sublease at the time Tenant requests consent to the proposed assignment or sublease; (7) the proposed assignment or sublease would cause Landlord to be in violation of another Sublease or other agreement to which Landlord is a party or would give an occupant of the Building a right to cancel its Sublease; (8) the proposed assignee or sublessee or any person or entity that directly or indirectly controls, is controlled by, or is under common control with the proposed assignee or sublessee is an existing tenant in the Building; (9) the proposed assignment or sublease will result in more than a reasonable and safe number of occupants per floor within the space proposed to be assigned or sublet or will result in insufficient parking for the Building; or (10) the Prime Landlord will not agree to the assignment or sublease.

C. As a condition for granting its consent to any assignment, encumbrance or sublease, Landlord may require that the Rent payable by such assignee or sublessee be at the then current published rental rates for the Premises or comparable premises in the Building, but in no event less than the then current Rent under this Sublease, and may require that the assignee or sublessee remit directly to Landlord on a monthly basis all monies due to Tenant by said assignee or sublessee. In addition, a condition to Landlord's consent to any assignment, transfer or hypothecation of this Sublease shall be the delivery to Landlord of a true copy of the fully executed instrument of assignment, transfer or hypothecation, and the delivery to Landlord of an agreement executed by the assignee in form and substance satisfactory to Landlord and expressly enforceable by Landlord,

whereby the assignee assumes and agrees to be bound by all of the terms and provisions of this Sublease and to perform all of the obligations of Tenant hereunder. As a condition to Landlord's consent to any sublease, Landlord may require that such sublease include among other items, provisions stating (1) that it is subject and subordinate to this Sublease and the Prime Lease; and (2) that in the event of a termination of this Sublease for any reason, including, without limitation, a voluntary surrender by Tenant or mutual cancellation by Landlord and Tenant, or in the event of any reentry or repossession of the Premises by Landlord, Landlord may, at its option, terminate the sublease.

27. SUBORDINATION

A. Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Sublease shall be subject and subordinate at all times to the Prime Lease and any and all amendments, renewals, modifications, supplements and extensions thereof.

B. In the event that the Prime Lease terminates for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the tenant of the Prime Landlord, at the option of the Prime Landlord.

28. ESTOPPEL CERTIFICATE

A. Within fifteen (15) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement, in a form satisfactory to Landlord, certifying: (1) the date of commencement of this Sublease; (2) the fact that this Sublease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Sublease is in full force and effect, as modified, and stating the date and nature of such modifications); (3) the date to which the Gross Rent and all other sums payable under this Sublease have been paid; (4) that there are no current defaults under this Sublease by either Landlord or Tenant except as specified in Tenant's statement; and (5) such other matters requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Section 28 may be relied upon by the Prime Landlord and any purchaser or prospective purchaser of Landlord's interest in the Site under the Prime Lease.

B. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant: (1) that this Sublease is in full force and effect, without modification except as may be represented by Landlord; (2) that there are no uncured defaults in Landlord's performance; and (3) that not more than one (1) monthly installment of Gross Rent has been paid in advance. Tenant's failure to deliver said statement to Landlord within ten (10) days of receipt shall constitute a default under this Sublease.

29. RELOCATION

Intentionally Omitted.

30. RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the "Rules and Regulations", a copy of which is attached hereto and marked Exhibit B, and all modifications thereof and additions thereto from time to time put into effect by Landlord. Landlord shall not be responsible to Tenant for the violation or non-performance of the Rules and Regulations by any other tenant or occupant of the Building or Project.

31. INTERPRETATION, AND CONFLICT OF LAWS

A. Each of the persons and entities comprising Tenant and Landlord has fully participated in and has been represented by independent qualified legal counsel licensed in the State of Arizona in connection with, the negotiation, preparation, execution and delivery of this Sublease and in undertaking its obligations set forth herein. Any generally applicable rule of construction to the effect that ambiguities in a document are to be interpreted in the manner less favorable to the drafting party shall not apply to this Sublease.

B. This Sublease shall be governed by and construed and enforced in accordance with the laws of the state where the Premises are located, without any regard to the principles of the conflict of laws. Venue for any action brought under this Sublease will be in Superior Court for the County of Pima, State of Arizona.

32. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Sublease, all of the covenants, conditions and provisions of this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors, and assigns.

33. SURRENDER OF PREMISES

The voluntary or other surrender of this Sublease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies. Upon the expiration or sooner termination of this Sublease, Tenant shall peaceably surrender the Premises and all alterations and additions thereto, in the same condition as and when received, reasonable wear and tear excepted, subject to compliance with the provisions of Section 14 and any other applicable provisions of this Sublease.

34. PROFESSIONAL FEES

If Landlord should bring suit for possession of the Premises, for the recovery of any sum due under this Sublease, or because of the breach of any provisions of this Sublease, or for any other relief against Tenant hereunder, or in the event of any other litigation between the parties with respect to this Sublease, then all costs and expenses, including, without limitation, actual professional fees and costs, such as appraisers', accountants', and attorneys' fees and costs, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall

be enforceable whether or not the action is prosecuted to judgment.

35. PERFORMANCE BY TENANT

A. All covenants and agreements to be performed by Tenant under any of the terms of this Sublease shall be performed by Tenant at Tenant's sole cost and expense without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than Annual Basic Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for ten (10) days after notice thereof by Landlord (or such other period as specifically provided herein), Landlord may, but shall not be obligated to, make any such payment or perform any such other act on behalf of Tenant to be made or performed under this Sublease, without waiving or releasing Tenant from any of its obligations hereunder. In such event, all sums so paid by Landlord and all necessary incidental costs together with interest thereon at the Interest Rate, from the date of such payment by Landlord until repayment, shall be payable by Tenant to Landlord on demand. Tenant covenants to pay any such sums, and Landlord shall have, in addition to all other rights or remedies of Landlord, the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Rent.

B. Tenant acknowledges that the late payment by Tenant to Landlord of any sums due under this Sublease will cause Landlord to incur costs not contemplated by this Sublease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance or note secured by all or any portion of the Project. Therefore, if Tenant fails to pay any Rent within five (5) days of the due date under this Sublease for any reason, Tenant shall pay to Landlord, as Additional Rent, the sum of ten percent (10%) of the overdue amount as a late charge and Landlord shall be entitled to obtain such sum out of the Security Deposit. All past-due installments of Rent shall also bear interest, as Additional Rent, at the rate of ten percent (10%) per month, or the maximum legal rate, whichever is less, from the date due until paid.

C. Landlord's acceptance of any late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Sublease or any Laws now or hereafter in effect.

36. MORTGAGEE PROTECTION

Intentionally Omitted.

37. DEFINITION OF LANDLORD

The term "Landlord" as used in this Sublease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include the rights and obligations of Landlord as the tenant under the Prime Lease. Landlord may transfer its interest in the Premises without the

consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Sublease.

38. WAIVER

The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any term, covenant or condition herein contained, nor shall any custom or practice which may become established between the parties in the administration of the terms hereof be deemed a waiver of or in any way affect the right of either party to insist upon the performance by the other in strict accordance with the terms of this Sublease. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Sublease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No acceptance by Landlord of a lesser sum than that owed and due pursuant to this Sublease shall be deemed to be other than on account of the earliest installment of such Rent or other amount due, nor shall any endorsement or statement on any check or any letter accompanying any check be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or other amount or pursue any other remedy provided in this Sublease.

39. IDENTIFICATION OF TENANT

If more than one person executes this Sublease as Tenant: (A) each of them shall be jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Sublease to be kept, observed and performed by Tenant; and (B) the term "Tenant" as used in this Sublease shall mean and include each of them jointly and severally and the act of or notice from, or notice or refund to, or the signature of any or all of them, with respect to the tenancy of this Sublease, including, but not limited to, any renewal, extension, expiration, termination or modification of this Sublease, shall be binding upon each and all of the persons executing this Sublease on behalf of Tenant, and shall be deemed to have the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

40. PARKING

A. Provided Tenant is not in default of its obligations under this Sublease, Tenant shall be entitled to the number of parking spaces indicated in Section 1.O and shown on Exhibit D without charge, for the non-exclusive use of those portions of the parking facilities as may be provided by Landlord from time to time for the purpose of parking motor vehicles. To the extent parking passes are available and provided by Landlord, Tenant acknowledges that the cost for additional or replacement passes is Twenty Dollars (\$20.00), or the then current cost for a replacement parking pass as charged by Landlord, whichever is greater. To the extent parking passes are available and provided by Landlord, Tenant acknowledges that a deposit for the number of parking passes distributed to Tenant may be required. Tenant may use such pedestrian walkways and accessways in the parking facilities in accordance with the terms and conditions of

any recorded easements or restrictive covenants, as such relate to Landlord's tenants. In the event Tenant desires additional parking in excess of those indicated in Section 1.O, Tenant shall notify Landlord of its request and, without being obligated to so do, and subject to availability, Landlord shall endeavor to provide additional Tenant parking [at the monthly parking fees established by Landlord from time to time. Monthly parking fees shall be payable one month in advance prior to the first day of each calendar month]. Landlord may assign any unreserved and unassigned parking spaces and/or make all or a portion of such spaces preferred and/or reserved, if it determines in its sole discretion that it is necessary for orderly and efficient parking. Tenant shall not use any spaces which have been specifically assigned by Landlord, including, without limitation, spaces assigned for uses such as visitor parking or which have been designated as being restricted to certain uses. Tenant hereby agrees to comply with all Laws and the Rules and Regulations relating to parking, including, without limitation, the payment of all parking charges and costs for all of its employees, visitors and invitees, whether by validation or otherwise.

B. It is understood that a system of charges for parking (excluding the parking spaces to which Tenant is entitled pursuant to Section 1.O) and the Rules and Regulations with respect to parking, including employee parking and the location thereof, may be established and amended by Landlord, at Landlord's reasonable discretion, from time to time. The use by Tenant and its employees, visitors and invitees of the parking facilities on the Project shall be on the terms and conditions set forth herein, as well as in the Rules and Regulations so long as Tenant maintains parking as required by applicable zoning or other regulations. Landlord shall not be responsible to Tenant for the violation or non-performance by any other tenant or occupant of the Project of any of the Rules and Regulations. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described herein or in the Rules and Regulations, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.

C. Substitution of areas for parking use hereunder may be made of present and future areas as a whole or in part and upon the substitution of any area for parking use for any existing parking areas, all rights hereunder to the use of any such existing parking area for which another parking area has been substituted shall terminate. Parking areas may be Subleased by, added to, enlarged or established by Landlord for parking and any such addition to a then parking area or any new parking area so established by Landlord for the purpose of use under this Section 40 shall during the time of their respective use be considered as part of the parking area and shall be subject to all of the provisions of this Section 40.

41. EARLY TERMINATION

A. Landlord reserves the right to terminate this Sublease upon one hundred eighty (180) days' written notice to Tenant if: (1) Landlord proposes or is required to demolish the Building or any substantial portion of the Building which includes the Premises; or (2) Landlord closes or abandons the Project, or determines to use a substantial portion of the Project for uses

other than office building purposes. Notwithstanding the above, the Parties agree that this Subleases will terminate commensurate with the termination of the Prime Lease.

B. If Landlord elects to terminate this Sublease, Landlord shall pay a termination fee (the "Termination Fee") to Tenant. The Termination Fee shall be an amount equal to (1) a sum equal to Tenant's actual cost of tenant improvements placed on the Premises by Tenant during the Term with Landlord's express written consent (except for those which Tenant has the right to remove upon Sublease termination or those for which no express consent is required), less depreciation based on straight-line depreciation with interest from the date of installation of such tenant's improvements to the date of Sublease termination, plus (2) three (3) months of the monthly Gross Rent in effect at the time the notice to terminate is effected, which portion of the Termination Fee shall be in the form of an abatement of rent. Landlord shall pay the Termination Fee, except that portion which shall be in the form of an abatement of rent, within thirty (30) days after Tenant returns the Premises to Landlord.

42. FORCE MAJEURE

Landlord shall have no liability whatsoever to Tenant on account of: (A) the inability or delay of Landlord to fulfill any of Landlord's obligations under this Sublease by reason of fire, earthquake, explosion, flood, the elements, natural disasters or the public enemy, war, terrorist act or acts, strike, other labor trouble, interference of governmental authorities or agents, or shortages of fuel, supplies or labor resulting therefrom or any other cause, whether similar or dissimilar to the above, beyond Landlord's reasonable control; or (B) any failure or defect in the supply, quantity or character of electricity or water furnished to the Premises or the Project, by reason of any requirement, act or omission of the public utility or others furnishing the Project with electricity or water, or for any other reason, whether similar or dissimilar to the above, beyond Landlord's reasonable control. If this Sublease specifies a time period for performance of an obligation of Landlord, that time period shall be extended by the period of any delay in Landlord's performance caused by any of the events described above.

43. TERMS AND HEADINGS

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. The headings and titles to the sections of this Sublease are for convenience of reference only, do not limit in any way the terms, conditions and provisions of this Sublease, and shall have no effect upon the construction or interpretation of any part hereof. Whenever required by the context of this Sublease, the singular shall include the plural and the masculine shall include the feminine, and vice versa.

44. EXAMINATION OF SUBLEASE

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for Sublease, and it is not effective as a Sublease or otherwise until execution by and delivery to Landlord, Prime Landlord and Tenant.

45. TIME

Time is of the essence with respect to the performance of every provision of this Sublease in which time of performance is a factor.

46. PRIOR AGREEMENT, INCORPORATION, AMENDMENTS

All negotiations, considerations, arrangements, representations, warranties and understandings between Landlord and Tenant with respect to any matter covered or mentioned in this Sublease are fully and completely incorporated in this Sublease, and this Sublease represents the entire agreement of the parties with respect to all aspects of Tenant's leasehold interest and estate in the Premises and the terms and conditions thereof. No prior arrangements, agreements, representations, warranties or understandings, if any, pertaining to any such matters and not expressly incorporated in this Sublease shall be effective against Landlord or Tenant for any purpose. The submission of this document for examination and negotiation does not constitute an offer to Sublease, or a reservation of, or option for, the Premises, and this Sublease shall become and be effective and binding upon Landlord and Tenant only upon the execution and delivery hereof by Landlord, Prime Landlord and Tenant. All riders, exhibits and addenda, if any, affixed to this Sublease are hereby incorporated into and are an integral part of this Sublease, as if fully set forth herein. This Sublease may be modified or altered only by agreement in writing between Landlord or Landlord's agent, or their successors, Prime Landlord and Tenant, and no act or omission of any employee or other agent of Landlord or of Landlord's broker not specifically authorized by Landlord shall alter, change or modify any of the provisions hereof. No provision of this Sublease may be modified, amended or waived except by an agreement in writing signed by the parties hereto or their respective successors in interest.

47. SEVERABILITY

If any term or provision of this Sublease, or the application thereof to any persons or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Sublease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Sublease shall be valid and shall be enforceable to the extent permitted by law.

48. RECORDING

Tenant shall not record this Sublease nor a short form memorandum thereof without the prior written consent of Landlord.

49. Intentionally Omitted.

50. QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that upon Tenant paying the Rent required under this Sublease and paying all other charges and performing all of the covenants and provisions on Tenant's part to be observed and performed under this Sublease, Tenant shall and may peaceably

and quietly have, hold and enjoy the Premises in accordance with and subject to the terms of this Sublease.

51. TENANT AS CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP

If Tenant executes this Sublease as a corporation, limited liability company or partnership, then Tenant and the persons executing this Sublease on behalf of Tenant represent and warrant that such entity is duly qualified to do business in Arizona and that the individuals executing this Sublease on Tenant's behalf are duly authorized to execute and deliver this Sublease on its behalf.

52. SIGNAGE

Tenant shall not inscribe any inscription, or post, place, or in any manner display any sign, awning, canopy, marquee, decoration, graphics, notice, picture, placard or poster or any advertising matter whatsoever, anywhere in or about the Premises or the Project at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Premises without first obtaining Landlord's written consent thereto, such consent to be at Landlord's sole discretion. Any such consent by Landlord shall be upon the understanding and condition that Tenant shall remove the same at the expiration or sooner termination of this Sublease, and Tenant shall repair any damage to the Premises or the Project caused thereby. All such signs and advertising matter shall comply with all applicable Laws and any agreements related to the Project to which Landlord is a party, and such signage shall be comparable to that used by Landlord for other similar office floors in the Building and shall comply with Landlord's Building standard signage program. All signage in or about the Premises is further subject to Rules and Regulations, which Landlord may from time to time promulgate and/or modify regarding use and operation of the Premises.

53. FINANCIAL STATEMENTS

Intentionally Omitted

54. SPECIFIC PERFORMANCE

With respect to any provision of this Sublease which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim for, and Tenant hereby waives any claim for, money damages; nor shall Tenant claim any money damages by way of setoff, rent abatement, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

55. LIMITATION ON LIABILITY

In consideration of the benefits accruing hereunder, and notwithstanding anything contained in this Sublease to the contrary, Tenant, on behalf of itself and any and all successors and assigns,

covenants and agrees that, in the event of any actual or alleged failure, breach or default hereunder by Landlord, their sole and exclusive remedy shall be against Landlord's interest in the Project. Tenant, on behalf of itself and any and all such successors and assigns, agrees that the obligations of Landlord under this Sublease do not constitute personal obligations of the individual directors, officers, members, managers or shareholders of Landlord, and Tenant shall not seek recourse against such individual directors, officers, members, managers or shareholders of Landlord or any of their personal assets for satisfaction of any liability with respect to this Sublease. Any lien obtained to enforce any such judgment and any levy of execution thereon shall be subject and subordinate to any lien of the Prime Landlord.

56. COUNTERCLAIM AND WAIVER OF JURY TRIAL.

If Landlord commences any summary proceedings or action for non-payment of Rent or other charges provided in this Sublease, Tenant shall interpose any counterclaim of any nature or description in any such proceeding or action. Tenant and Landlord both waive a trial by jury of any and all issues arising in any action or proceeding between the parties hereto or their affiliates, under or connected with this Sublease, any of its provisions, or any transactions or agreements set forth herein or contemplated hereby.

57. HEALTHCARE REGULATORY MATTERS.

A. Landlord and Tenant are entering into this Sublease with the intent of conducting their relationship and performing their respective obligations under this Sublease in full compliance with applicable federal, State and local law, including, without limitation and as applicable, 42 U.S.C. section 1320a-7b(b), commonly known as the federal "Anti-Kickback Statute" and 42 U.S.C. section 1395nn, commonly known as the "Stark Law", and implementing regulations promulgated under such laws. No term or provision of this Sublease is intended or shall be construed to require either Landlord or Tenant, or any of their respective directors, officers, employees, agents, parents, subsidiaries, successors and assigns (collectively, "Affiliates"), to refer patients for items or services provided by the other party, or its Affiliates.

B. If any law, regulation or government agency decision is passed or adopted or made, the effect of which would cause either Landlord or Tenant, to be in violation of applicable Laws due to any provision of this Sublease, or if a court or administrative agency of competent jurisdiction determines that the Sublease violates applicable Laws, or that the Rent or other compensation payable pursuant to this Sublease is not fair market, commercially reasonable compensation for purposes of the Laws, including limitations applicable to either party as a tax-exempt entity, then Landlord and Tenant will negotiate in good faith for a period of ninety (90) days to modify the terms of this Sublease to comply with applicable Laws. Should the parties hereto fail to agree upon modified terms to this Sublease within such period, either Landlord or Tenant may terminate this Sublease effective upon providing written notice to the other party.

C. No charge or payment owed by either Landlord or Tenant to the other party under this Sublease has been determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties. Landlord and Tenant enter into this Sublease with the understanding that the Rent and any compensation provided under this Sublease

represents the current fair market value for the Sublease of the Premises. In the event of any holdover tenancy following termination of the Term, the applicable rental and terms will be the same as immediately preceding termination.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Sublease as of the date(s) set forth below.

LANDLORD:

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

Date: _____

By: _____

David Kaubisch
Vice President of Finance

TENANT:

BHSM REHABILITATION, LLC,
a Delaware limited liability company

Date: _____

By Its Administrative Member, **SELECT
PHYSICAL THERAPY HOLDINGS, INC.,** a
Delaware corporation

By: _____

Randall K. Watts
Vice President Corporate Real Estate

IN WITNESS WHEREOF, Landlord and Tenant have executed this Sublease as of the date(s) set forth below.

LANDLORD:

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

Date: _____

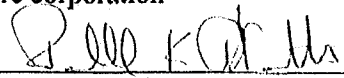
By: _____
David Kaubisch
Vice President of Finance

TENANT:

BHSM REHABILITATION, LLC,
a Delaware limited liability company

Date: October 10, 2018

By Its Administrative Member, **SELECT
PHYSICAL THERAPY HOLDINGS, INC.,** a
Delaware corporation

By: 
Randall K. Watts
Vice President Corporate Real Estate

LANDLORD'S CONSENT

The undersigned Prime Landlord hereby executes this instrument solely for the purpose of consenting to the Sublease, which consent is required under Section 19.1 of the Prime Lease. By giving this Consent, Prime Landlord is in no way approving any term or condition in this Sublease that may be inconsistent with the Prime Lease. Both the Landlord and Tenant under the Sublease are subject to all terms and conditions of the Prime Lease, which controls over the Sublease, and the Sublease Landlord is liable to the Prime Landlord for its and its subtenant's compliance with the Prime Lease:

Prime Landlord:

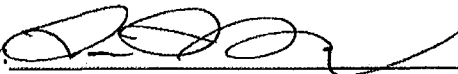
PIMA COUNTY, a political subdivision of the State of Arizona

By: _____
Name: _____
Title: _____
Date: _____

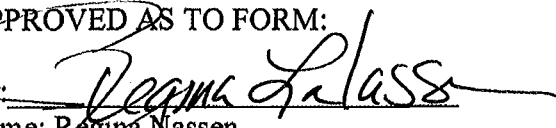
ATTEST:

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO CONTENT:

By: 
Name: Lisa Josker
Title: Director, Facilities Management Dept.
Date: 10/11/18

APPROVED AS TO FORM:

By: 
Name: Regina Nassen
Title: Deputy County Attorney
Date: 10-11-2018