

**THIRD AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

**THIS THIRD AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT** ("Amendment") is made and entered into effective 5/29/2025, (the "Effective Date") by and between **GUNTOWER CAPITAL LLC**, a Washington limited liability company (the "Seller"), and **KING COUNTY**, a political subdivision of the State of Washington (the "Buyer").

**RECITALS**

This Amendment is made with respect to the following facts and circumstances:

A. Buyer and Seller are parties to that certain Real Estate Purchase and Sale Agreement dated as of January 16, 2025, as amended by that certain First Amendment to Real Estate Purchase and Sale Agreement dated as of March 27, 2025 and that certain Second Amendment to Real Estate Purchase and Sale Agreement dated as of April 26, 2025, concerning Buyer's acquisition of certain real property located at 1145 Broadway, in the City of Seattle, King County, State of Washington (as amended, the "Agreement"). Capitalized terms used herein and not defined herein have the meaning given to such terms in the Agreement.

B. Seller and Polyclinic have amended the Polyclinic PSA by that certain First Amendment to Purchase and Sale Agreement dated May 22, 2025 (the "Polyclinic PSA Amendment").

C. Buyer and Seller desire to amend the Agreement as more particularly set forth herein.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Recitals. The Recitals set forth above are hereby incorporated herein by reference as if fully set forth herein.
2. Closing Date. Buyer hereby agrees and acknowledges that, pursuant to the Polyclinic PSA Amendment, the term "Closing Date" (as used in the Polyclinic PSA) was amended to mean December 15, 2025 or such earlier date as mutually agreed between Seller and Polyclinic pursuant to the terms of the Polyclinic PSA, as amended.
3. Purchase Price and Payment. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"In consideration of the conveyance of the Property, Buyer shall, in full payment therefor, pay in cash or by wire transfer of immediately available funds to or at the direction of Seller on the Closing Date a purchase price equal to \$38,750,000.00 (the 'Purchase Price')."

4. Assignment Notice. Section 7.9 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Except in the case of an assignment of the Polyclinic PSA to Buyer, Seller shall have closed on its acquisition of the Property pursuant to the Polyclinic PSA. In the event Polyclinic defaults and does not sell the Property to Seller, Seller shall not be considered to be in default of this Agreement, but shall be required to pursue all of its remedies under the Polyclinic PSA to cause the Property to be sold to Seller using commercially reasonable efforts. In such event, Buyer agrees to delay the Closing on a day-for-day basis until the PSA Closing. However, if despite Seller’s good faith efforts, using all commercially reasonable resources (including, if necessary, litigation), Seller is unable to cause the PSA Closing to occur on or before January 14, 2026, either Party shall have the right to terminate this Agreement by written notice to the other Party, in which event this Agreement shall terminate, the Deposit shall be returned to Buyer, and the parties shall have no further obligations to the other hereunder; provided, however, if Seller notifies Buyer that Seller shall not further and diligently pursue enforcement of its rights under the Polyclinic PSA, Buyer may elect in Buyer’s sole and absolute discretion, to take over the enforcement of those rights pursuant to an assignment to Buyer of the Polyclinic PSA.”

5. Termination Right. Section 9.1.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Provided the PSA Closing has occurred and the Closing under this Agreement has not occurred on or before December 22, 2025 through no default of either Party, but subject to Section 7.9, then either Party may elect to terminate this Agreement by written notice to the other Party and the Escrow Agent. The Deposit shall be returned to Buyer effective with such termination pursuant to this Section 9.1.3.”

6. Polyclinic Contingency. The Parties hereby acknowledge and agree that Seller, as landlord, and Polyclinic, as tenant, executed that certain Clinic Lease Agreement, effective as of May 22, 2025 and commencing on the date of the PSA Closing (as amended by the Polyclinic PSA Amendment) (the “Executed Polyclinic Lease”). Consequently, Buyer acknowledges the satisfaction of and hereby waives the Polyclinic Contingency prior to the expiration of the Polyclinic Contingency Period (i.e., July 7, 2025); provided, however, that for avoidance of doubt, the foregoing shall not be deemed a waiver or limitation on any other rights of Buyer as set forth in the Agreement including, without limitation, Buyer’s right to determine that the Council Approval Contingency has been satisfied or to waive same on or before the expiration of the Council Contingency Period. The Parties hereby desire to amend the Agreement further by incorporating the Executed Polyclinic Lease as **EXHIBIT H** to the Agreement. All references in the Agreement to the term Polyclinic Long-Term Lease shall mean the Executed Polyclinic Lease as defined in this Amendment.

7. Miscellaneous.

A. Binding Effect. All provisions of the Agreement, as amended hereby, shall remain in full force and effect and unchanged, except as provided herein. If any provision of this Amendment conflicts with the Agreement, the provisions of this Amendment shall control. This Amendment is binding upon and shall inure to the benefit of Buyer and Seller, and their respective successors and assigns.

B. References. All references to the Agreement in any document, instrument, agreement, or writing delivered pursuant to the Agreement (as amended hereby) shall hereafter be deemed to refer to the Agreement as amended hereby.

C. Execution. This Amendment may be executed in multiple counterparts, each of which, when assembled to include a signature by each party, shall constitute one (1) complete and fully executed Amendment. Counterparts to this Amendment may be executed and delivered by e-mail or facsimile transmission, and/or executed using “DocuSign,” “esign” or a similar electronic program.

D. Headings. The headings in this Amendment are for reference only and shall not affect the interpretation of this Amendment.

*[Signatures on following page(s)]*

EXECUTED on the dates set forth below.

**SELLER: GUNTOWER CAPITAL LLC,**  
a Washington limited liability company

By: Signed by:  
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Name: Chris Langer

Title: Manager

Date: 5/29/2025

**BUYER: KING COUNTY**

DocuSigned by:  
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22F01576CF6B4B8...

Name: Anthony O. Wright  
Title: Director of the Facilities Management  
Division of the Department of  
Executive Services of King County

Date: 5/29/2025



**EXHIBIT H**

**Executed Polyclinic Lease**

(attached)

## CLINIC LEASE AGREEMENT

THIS CLINIC LEASE AGREEMENT (this “Lease”), dated May 22nd, 2025 (the “Effective Date”), is entered into by and between GUNTOWER CAPITAL LLC, a Washington limited liability company (“Landlord”), and THE POLYCLINIC MSO, LLC, a Delaware limited liability company (“Tenant”).

### RECITALS

WHEREAS, Tenant, as seller, and Landlord, as purchaser, are parties to that certain Purchase Agreement (as defined below), whereby the parties agreed to that Tenant, as seller, would lease a portion of the Property (as defined in the Purchase Agreement) upon the Closing Date (as defined in the Purchase Agreement) thereunder.

WHEREAS, Tenant and Landlord agree that this Lease is effective as of the Effective Date, subject only to Section 2.07 of this Lease.

NOW, THEREFORE, in consideration of the above Recitals which are incorporated by this reference, and the mutual covenants contained herein, Landlord and Tenant agree as follows:

### ARTICLE 1. DEFINITIONS, EXHIBITS

1.01 Definitions. Except as otherwise expressly provided herein, the following terms have their respective meanings set forth herein:

- A. “Additional Rent” means the amounts payable by Tenant to Landlord pursuant to this Lease other than Base Rent, including the Parking Rent.
- B. “Affiliates” mean any one or more of the following parties: (i) any party controlling, controlled by or under common control with Tenant; (ii) any party merging with, or surviving a reorganization of, Tenant; (iii) any party acquiring all or substantially all of either or both Tenant’s assets or equity; (iv) any party acquired by an Affiliate or subsidiary of Tenant’s ultimate parent company; (v) any partners or employees (whether one or more) who provided medical services on behalf of Tenant in the Premises if such partners or employees agree to assume responsibility for Tenant’s obligations under this Lease as part of a negotiated termination of such partnership or employment.
- C. “Alterations” means the Permitted Alterations and the Consent Required Alterations.
- D. “Base Rent” means the amount described in Section 3.01 hereof.
- E. “Building” means that certain building located on the Land having an address of 1145 Broadway, Seattle, Washington 98101.

- F. “Building Systems” means all systems required for the proper functioning of the Building and for Tenant's use of the Premises for conducting Tenant's business therein, including without limitation, electrical, mechanical, HVAC, plumbing, sewer, and fire-life safety systems, and for delivery of said services to the Building.
- G. “Business Day” means any day other than a Saturday, a Sunday, or a Holiday.
- H. “Commencement Date” is the Closing Date (as defined in the Purchase Agreement), which is anticipated to be on or before December 15, 2025. Promptly after the occurrence of the Commencement Date, Landlord and Tenant shall complete, execute and deliver a Commencement Date Memorandum in the form attached as **Exhibit A**, provided that the failure to execute and deliver such memorandum shall not affect the determination of the dates in accordance with this Lease.
- I. “Common Areas” are those parts of the Project that are outside the perimeter of the Building including any landscaping and parking facilities and those parts of the Building for use in common by owners and occupants of the Building.
- J. “Expiration Date” is the last day of the thirty-sixth (36<sup>th</sup>) month following the Commencement Date.
- K. “Holidays” means the calendar days on which the following holidays fall or are observed: New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, Labor Day, Independence Day, Thanksgiving, and Christmas.
- L. “Initial Term” is the period commencing on the Commencement Date and expiring on the Expiration Date, subject to Section 2.06 and Section 6.05 below.
- M. “Land” means that certain real property described on **Exhibit B** attached hereto.
- N. “Lease Year” means each consecutive twelve (12) month period beginning on the Commencement Date or any anniversary thereof.
- O. “Legal Requirements” means all laws, ordinances, orders, rules and regulations, whether local, state, federal or promulgated by other agencies or bodies applicable to the Project, including, without limitation, applicable environmental laws.
- P. “Long Term Premises” means those certain premises located on the third floor of the Building consisting of approximately 15,823 rentable square feet and as depicted on **Exhibit C** attached hereto.
- Q. “Operating Expenses” means all costs and expenses paid by Landlord for operating and maintaining the Project in good condition and repair in accordance with this Lease, determined in accordance with generally accepted accounting principles consistently applied (“GAAP”), including (except as qualified and limited as set forth in Section 4.02 hereof), without limitation, Real Estate Taxes, the cost of supplying all utilities, the cost of operating, maintaining, repairing and managing

Building Systems, the cost of insurance carried by Landlord and paid to a third party insurer in such amounts as Landlord may be required hereunder, fees for required licenses and permits, and landscaping.

- R. “Parking Ratio” means five (5) parking spaces per 1,000 rentable square feet from time to time within the Premises.
- S. “Purchase Agreement” means that certain Purchase and Sale Agreement dated January 10, 2024 by and between Tenant, as seller, and Landlord, as purchaser, as amended by that certain First Amendment to Purchase and Sale Agreement dated May 22nd, 2025, with respect to the Project.
- T. “Premises” means collectively the Short Term Premises and the Long Term Premises, collectively containing approximately 28,404 rentable square feet.
- U. “Project” means the Building, the Land, and the Common Areas.
- V. “Short Term Premises” means collectively (i) those certain premises located on the first floor of the Building containing approximately 7,346 rentable square feet, as depicted on **Exhibit D** attached hereto, and (ii) those certain premises located on the second floor of the Building containing approximately 5,235 rentable square feet, as depicted on **Exhibit D** attached hereto.
- W. “Real Estate Taxes” means all real estate and ad valorem taxes, assessments (special or general), levies, charges, and any other governmental impositions, whether or not denominated as a tax, that are levied or assessed against the Building, the Common Areas and the Land as finally determined to be legally payable in any tax year, including any such amounts imposed in substitution for or in lieu of real estate taxes due to the tax-exempt status or nature of Landlord or the Project, excluding any income, transfer, sales, gift, franchise, margin, inheritance, excise (except to the extent imposed in substitution for or in lieu of Real Estate Taxes), capital gain, use or rent taxes.
- X. “Referral Source” means a “referring physician” or a “referral source” as to the Tenant for services paid for by any federal or state health care program, as the terms are defined under any federal or state health care anti-referral or anti-kickback regulation, interpretation or opinion.
- Y. “Rent” means Base Rent and Additional Rent payable by Tenant to Landlord under this Lease.
- Z. “Tenant’s Share” means the quotient of rentable square feet in the Premises divided by the rentable square feet in Building, which as of the Commencement Date is twenty-five percent (25%) and, if the termination option in Section 2.06 is exercised, Tenant’s Share shall be fourteen percent (14%).
- AA. “Term” is in the Initial Term as the same may be earlier terminated or extended.

## ARTICLE 2. BASIC LEASE PROVISIONS

2.01 Parties. Upon the Commencement Date, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, together with the right to use the Common Areas.

2.02 Premises. Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, the Premises on the Commencement Date and in the condition required by this Lease. Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.

2.03 Notices. Except as otherwise provided, all notices and notifications required or permitted under this Lease to be sent from one party to the other must be in writing and sent by a nationally recognized private carrier of overnight mail (e.g., Federal Express) or by United States certified mail, return receipt requested, and postage prepaid, to the addresses set forth below, or at such other addresses as the parties may designate by notice from time to time, with a courtesy copy to the e-mail address below. All notices sent by a nationally recognized private carrier of overnight mail are deemed effective one (1) Business Day after deposit with such nationally recognized private carrier. All notices sent by United States certified mail are deemed effective three (3) Business Days after deposit. Either party has the right to change its notice address at any time by giving ten (10) Business Days' written notice.

To Landlord:	Guntower Capital LLC 1421 34 <sup>th</sup> Ave #300 Seattle, WA 98122 Attn: Charlie Bauman E-Mail: <a href="mailto:charlie@guntowercapital.com">charlie@guntowercapital.com</a>
To Tenant:	The Polyclinic MSO, LLC 2 Optum Circle Mail Code: MN102-0800 Eden Prairie, MN 55344 Attn: Lease Administration – #USAWA105  With a copy to: <a href="mailto:lease.administration@uhc.com">lease.administration@uhc.com</a> - #USAWA105

2.04 Use. Tenant may use the Premises for providing medical services necessary or desirable to render a complete program of treatment to patients and/or all other uses permitted by Legal Requirements.

2.05 Term. Tenant shall have and hold the Premises for the Term subject to the terms of this Lease. If this Lease is fully or partially terminated for any reason before the first anniversary of the Commencement Date, then Landlord and Tenant shall not enter into any agreement with each other for the portion of the Premises so terminated before the first anniversary of the Commencement Date.

2.06 Early Termination Option. Tenant and Landlord shall each have the ongoing right to terminate the Lease with respect to the Short Term Premises only by providing the other party at least one hundred twenty (120) prior written notice setting forth the early termination date (the “Early Termination Notice”), which early termination date can be no earlier than 11:59 p.m. local time on September 30, 2026 (the “Early Termination Date”). If the Early Termination Notice is given, then as of the Early Termination Date, the Lease, with respect to the Short Term Premises only, shall be terminated, Base Rent and Tenant’s Share shall be adjusted accordingly, and all references in the Lease to the Premises shall mean and refer to the Long Term Premises only.

2.07 Purchase Contingency. This Lease is expressly contingent upon the occurrence of the Closing (as defined in the Purchase Agreement) pursuant to the Purchase Agreement, and Landlord’s and Tenant’s rights and obligations under this Lease shall commence upon Closing.

### ARTICLE 3. BASE RENT, PAYMENT OF RENT

3.01 Base Rent. Beginning on the Commencement Date, Tenant agrees to pay to Landlord Base Rent in monthly installments as follows:

<u>Time Period</u>	<u>Annual Base Rent / RSF</u>	<u>Monthly Base Rent for Short Term Premises</u>	<u>Monthly Base Rent for Long Term Premises</u>
Lease Year 1	\$30.00	\$31,452.50	\$39,557.50
Lease Year 2	\$30.75	\$32,238.81	\$40,546.44
Lease Year 3	\$31.52	\$33,046.09	\$41,561.75

3.02 Payment. Subject to Section 3.01, Tenant shall pay Base Rent on or before the first day of each calendar month during the Term commencing as of the Commencement Date. Rent for any partial months is prorated on a per diem basis based on the number of days in the subject calendar month. Tenant may pay Rent pursuant to the deposit instructions attached hereto as **Exhibit E**, Landlord represents that its current, completed Form W-9 Request for Taxpayer Information and Certification is attached hereto as **Exhibit F**.

### ARTICLE 4. OPERATING EXPENSES

4.01 Operating Expenses Payment. Landlord shall pay, before delinquency, all Operating Expenses with respect to the Project. Landlord has the right, from time to time, to give notice to Tenant setting forth in reasonable detail the estimated Operating Expenses for any calendar year. Commencing with the first rental payment date at least thirty (30) days after receipt of such notice, Tenant shall pay each month, as Additional Rent, one twelfth (1/12) of Tenant’s Share of any such estimated Operating Expenses. Landlord shall, by June 1st of each year, deliver to Tenant a statement (a “Reconciliation Statement”) that identifies the amount of estimated Operating Expenses paid by Tenant and actual Operating Expenses paid by Landlord in the immediately preceding calendar year. In the event Tenant has paid less than its obligation for Operating

Expenses for the preceding calendar year, then Tenant shall pay to Landlord the difference between the aggregate of the estimated payments made during that year and the total payments due from Tenant for the same period. If the Reconciliation Statement shows an overpayment by Tenant, then any surplus paid by Tenant shall be credited to Tenant's next monthly installments of Rent or, if this Lease has expired or been terminated, be paid to Tenant within thirty (30) days after the end of the Term. The reconciliation obligations under this Section shall survive the termination or expiration of this Lease for a period of one (1) year.

4.02 Operating Expense Exclusions. Notwithstanding anything to the contrary in this Lease, Operating Expenses do not include any of the following:

- (a) depreciation or amortization of the Project or the Building, or the Project's contents, components, equipment, or fixtures;
- (b) expenses for the preparation of space or other work which Landlord performs for any prospective tenant of the Building or the Project;
- (c) expenses for repairs or restoration due to damage by fire, windstorm, casualty or any other insurable occurrence, including costs subject to Landlord's insurance deductible, or which is due to property being taken in condemnation;
- (d) expenses incurred in leasing or obtaining new tenants or retaining existing tenants (or any subleasing or assignments), including, without limitation, leasing commissions, legal expenses, advertising, marketing or promotional costs;
- (e) expenses incurred in enforcing the terms of any lease or costs incurred by Landlord relating to any violation by Landlord of any Legal Requirements;
- (f) principal, interest, amortization or other costs, including, but not limited to, legal fees associated with any mortgage, loan or refinancing or any other debt Landlord may have incurred or will incur in the future related to the ownership, operation, maintenance or sale of all or any part of the Building or the Project;
- (g) expenses incurred for any maintenance, repair or replacement of any item to the extent that it is covered under warranty or service contract;
- (h) accounting and legal fees relating to the ownership, construction, leasing or sale of the Building and the Project and accounting and legal fees paid or imputed to full time employees of Landlord or any management agent;
- (i) any interest or penalty incurred due to the late payment or nonpayment by Landlord of any Operating Expense;
- (j) any amount paid to an entity or individual related to Landlord which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties;
- (k) the cost of correcting latent defects in the Building or the Project;

- (l) costs and expenses for maintaining, repairing, and replacing the foundation, exterior windows, roof and roof membrane, any structural elements of the Building;
- (m) all costs and expenses that would, under GAAP, be deemed capital costs or capital expenditures;
- (n) all overhead expenditures pertaining to the administration of the Building or the Project;
- (o) all bad debt loss, rent loss or reserve for bad debt or rent loss, or Operating Expense reserve;
- (p) any other cost or expense which, under GAAP, would not be considered to be an operating cost of the Building or the Project; and
- (q) any entertainment, dining or travel expenses of Landlord for any purpose.

4.03 Janitorial. Tenant shall be responsible, at its sole cost and expense, for payment of any janitorial services required by Tenant within the Premises.

4.04 Internet Services. Tenant may contract and pay directly with any vendor or service provider to provide internet, cable, telephone and/or broadband services to and within the Premises without notice to or the consent of Landlord from time to time. Landlord has no right to require Tenant to utilize or switch to any such vendor or service provider.

## ARTICLE 5. CERTAIN OBLIGATIONS

### 5.01 Repairs and Maintenance.

A. Landlord shall make, or cause to be made, all repairs and replacements and perform all necessary maintenance to the Building (excluding the interior, non-structural portions of the Premises), the Common Areas, and to all Building Systems, the foundation, exterior windows, roof and roof membrane, all structural elements of the Building, sidewalks, parking areas, driveways, landscaping, lawn care, exterior lighting to maintain them in good operating condition and repair.

B. Except to the extent such repair, replacement or maintenance is the responsibility of Landlord hereunder, Tenant shall make all repairs and perform all necessary maintenance to the interior, non-structural portions of the Premises.

C. When making repairs, Landlord shall take all necessary actions to protect Tenant's property and personnel from loss, damage and injury and to avoid disrupting Tenant's use and occupancy of the Premises.

### 5.02 Landlord Access and Tenant Locks.

A. Landlord Access. Tenant shall reasonably cooperate with Landlord to allow Landlord to perform its obligations under this Lease. Tenant shall have the right to have



an escort or representative accompany Landlord while accessing the Premises. Any work to the Premises or in the Building to the extent it affects Building Systems serving the Premises shall be performed during hours that Tenant is not treating patients (except in emergencies) unless Tenant, in the exercise of its reasonable discretion, otherwise agrees.

B. Tenant Locks. Tenant may install locks at Tenant's expense on areas within the Premises as required for operation of its business, such as areas containing patient records or regulated narcotics and pharmaceuticals.

5.03 Holding Over. If Tenant holds over in the Short Term Premises and/or Long Term Premises after the expiration of the Term hereof with or without the consent of Landlord, such holding over shall, in the absence of a written agreement to the contrary, be deemed to have created a tenancy from month to month, terminable on thirty (30) days' notice by either party. The holdover Base Rent will be at one hundred twenty-five percent (125%) of the Base Rent in effect during the last month of the current Term for holding over in the Long Term Premises and at two hundred percent (200%) of the Base Rent in effect during the last month of the current Term for holding over in the Short Term Premises with all other terms being unaffected.

5.04 Landlord Services. Landlord shall provide Tenant with the following services, at Landlord's cost but subject to reimbursement to the extent the same may be Operating Expenses: (a) HVAC systems serving the Premises in good, operating condition; and (b) electricity and water service to the Premises sufficient for Tenant's medical use; and (c) maintenance, repair and replacement services in accordance with Section 5.01 of this Lease.

5.05 Landlord's Warranties; Quiet Enjoyment; Title.

A. Landlord warrants that it is the fee owner of the Premises, and warrants that it is authorized to enter into this Lease and no third party's consent is needed and that the person executing this Lease has full power and authority to execute and bind the Landlord.

B. Landlord agrees that, provided no Tenant Default exists, Tenant shall have the peaceful possession and quiet enjoyment of the Premises during the Term, subject to the rights of Landlord under this Lease.

5.06 Tenant's Warranties and Representations. Tenant warrants and represents that it is authorized to enter into this Lease and no third party's consent is needed and that the person executing this Lease has full power and authority to execute and bind Tenant.

## ARTICLE 6. TENANT'S RIGHTS

6.01 Subleasing and Assignment. Tenant may, from time-to-time, without Landlord's consent, assign this Lease, or sublet all or part of the Premises, to any one or more Affiliates. Any other assignment or sublease by Tenant will require Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. A transfer of any direct or indirect ownership interest in Tenant is not an assignment of this Lease.

6.02 Alterations. Tenant may make improvements, additions, installations, decorations and changes to the interior of the Premises that do not adversely affect the structural components of the Premises or the Building Systems in a material manner (collectively, “Permitted Alterations”) without Landlord’s consent. Tenant may make any other alterations (“Consent Required Alterations”) to the Premises with Landlord’s prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. In the event Landlord fails to respond to Tenant’s request for approval of any plans and specifications for the Consent Required Alterations within ten (10) days, Landlord shall be deemed to have given its consent.

In connection with any Alterations, (a) Tenant shall have the right to select its own architectural and/or engineering firms, general contractors, subcontractors, or materialmen, (b) Landlord shall not charge any supervision, management, or similar fees, and (c) Tenant may perform Alterations during business hours.

All Alterations permitted pursuant to this Lease are Landlord’s property on completion and Tenant is not required to remove any of the same upon the expiration or earlier termination of the Lease. Furniture, Tenant’s trade fixtures, medical equipment and other personal property provided by Tenant are Tenant’s property and remain Tenant’s property at the Term’s expiration; provided, however, if the same are not removed within ten (10) days after the expiration of the Term, they are deemed abandoned and become the property of Landlord in their current as-is, all-faults condition. In making Alterations, Tenant shall comply with all applicable Legal Requirements and employ contractors licensed to perform the contemplated work. Tenant shall not permit any lien to be of record against the Project for work or materials provided or obligations incurred by or for Tenant for more than thirty (30) days after Tenant’s receipt of notice thereof. If Tenant does not remove any such lien within such thirty (30) day period, Landlord may, but shall not be obligated to, cause such lien to be removed and Tenant shall, upon written notice, reimburse Landlord for the costs and expenses thereof, including, without limitation, reasonable attorneys’ fees actually incurred.

6.03 Signage. Tenant shall have the right to install and display signage as Tenant may consider necessary or desirable on the exterior and interior walls, doors and windows of the Premises. Tenant is entitled to all Tenant’s signage existing the Project as of the Commencement Date, including, without limitation, exterior eyebrow signage at the Building’s Harvard Avenue entrance, exterior retaining wall signage at the corner of Union Street and Broadway, three (3) exterior Building signs at entrance to the parking garage off Broadway, and all interior wayfinding and directory signage. Such signage shall be designed, manufactured, and installed by Tenant, at Tenant’s sole cost and expense, in compliance with all Legal Requirements and shall not require the prior written consent of Landlord.

6.04 Parking. A. Throughout the Term, Landlord shall provide parking spaces to Tenant based on the Parking Ratio for Tenant’s use (the “Parking Spaces”) in the parking areas serving the Building and Project. Tenant shall pay for use of the Parking Spaces as follows (the “Parking Rent”):

- (i) As of the Commencement Date through September 30, 2026, Tenant shall pay Landlord \$10,000.00 per month for the exclusive use of the Parking Spaces, prorated for any partial month; and

- (ii) As of October 1, 2026 through the Expiration Date, Tenant shall pay Landlord \$200/month for each Parking Space Tenant actually uses for its exclusive use, prorated for any partial month (the “Reserved Parking Spaces”).

B. As of the Commencement Date, Tenant will be the only tenant within the Building. Should Landlord lease any space in the Building to another tenant, the Reserved Parking Spaces shall be reserved for the exclusive use of Tenant, its patients, and employees, and Tenant is entitled to install any signage to designate the Reserved Parking Spaces as reserved in accordance with Legal Requirements.

#### 6.05 Extension Option.

A. Provided this Lease is in full force and effect, Tenant shall have two (2) options (each, an “Extension Option”) to extend the Term of this Lease for additional periods of one (1) year each (each, an “Extension Term”) on all the same terms and conditions as this Lease, except that Base Rent during an Extension Term shall increase two and one-half percent (2.5%) above the then current Base Rent; provided, however, if Landlord is a Referral Source, the Base Rent for such Extension Term shall be Fair Market Rent (as defined below). In order to exercise any Extension Option, Tenant must give notice (“Tenant’s Notice”) to Landlord thereof at least ninety (90) days’ prior to the expiration of the Initial Term or first Extension Term, as applicable.

B. “Fair Market Rent” is the annual rental rate then-being charged in the medical office market sector of the area where the Building is situated for comparable space for leases commencing on or about the date of the commencement of the applicable Extension Term taking into consideration the use and location of the applicable building, quality and age of the building, leasehold improvements or allowances provided, rental concessions, the term of the lease under consideration, the extent of services provided thereunder, applicable distinctions between “gross” leases and “net” leases, base year figures and base years for escalation purposes, and any other relevant term or condition in making such evaluation.

C. If Landlord is a Referral Source, Landlord shall notify Tenant in writing (“Landlord’s Notice”) of Landlord’s determination of the Fair Market Rent for the Extension Term within twenty (20) days after receiving Tenant’s Notice exercising an Extension Option. Landlord and Tenant shall use good faith, diligent efforts to agree on the Fair Market Rent within thirty (30) days after Tenant’s receipt of Landlord’s Notice. In the absence of such timely agreement, at Tenant’s option, to be exercised by Tenant within thirty (30) days after Landlord’s Notice, either: (i) the Fair Market Rate will be determined in accordance with Section 6.05(D); or (ii) this Lease will automatically expire at the end of the Initial Term, upon which termination, the parties shall be relieved of all further obligations hereunder except those that expressly survive termination of this Lease.

D. Tenant’s notice requiring a determination in accordance with this Section 6.05D must identify an appraiser selected by Tenant. Landlord shall give notice to the Tenant within fifteen (15) days after receipt of Tenant’s notice identifying an appraiser selected by Landlord. If Landlord fails to give notice identifying an appraiser within the time

provided, Landlord has waived the right to identify an appraiser and the decision of the Tenant's appraiser controls. If two appraisers are selected, they must within fifteen (15) days after the selection of the second agree to a third appraiser. If the two appraisers fail to identify the third appraiser within such fifteen (15) day period, the either Landlord or Tenant may petition the district court (or its equivalent) having jurisdiction over the Premises for the appointment of the third appraiser. The three appraisers must each, within thirty (30) days after the appointment of the third appraiser, simultaneously deliver to Landlord and Tenant their expert opinions of the Fair Market Rent in question. The Fair Market Rent is the average of the three appraisals unless one (1) appraisal is more than ten percent (10%) greater or lesser than the average of the other two (2) appraisals, in which case that appraisal is disregarded, and the average of the remaining appraisals is the Fair Market Rent. If, however, all three (3) appraisals are more than ten percent (10%) different from each other, then the average of all three (3) appraisals is the Fair Market Rent. There must be no hearings or other contact between the appraisers and the parties hereto. Each party must pay the cost of the appraiser selected by it and one half of the cost of the third appraiser. All appraisers must be disinterested and must have the designation, MAI, SRA or equivalent and must have not less than five (5) years' experience appraising lease rents in the business market wherein the Project is located. The decision of this appraisal process is binding upon the parties and must not be subject to appeal to a court or other body except based upon fraud.

6.06 Business Reduction. Notwithstanding anything in this Lease to the contrary, Tenant may, from time to time, either or both cease its business operations in the Premises and/or vacate the Premises, provided that Tenant otherwise continues to pay the Rent and comply with the terms of this Lease, and such cessation of business or vacation of the Premises will not be deemed to be a Tenant Default.

## ARTICLE 7. LIABILITY

### 7.01 Insurance.

A. Tenant's Insurance. Tenant shall maintain in full force and effect during the Term:

1. "all-risk" commercial property insurance for personal property and Tenant's Alterations and improvements in the amount of the full replacement values thereof, as the values may exist from time to time;
2. Commercial General Liability insurance with limits of liability of not less than \$3,000,000 per occurrence and general aggregate for injuries, losses, claims, or damages to persons or property and contractual tort liability occurring in or on the Premises; and
3. Workers' Compensation insurance in compliance with statutory requirements for all Tenant's employees.

Tenant's insurance must be issued by duly licensed insurers in the state where the Premises is located with a general policyholder rating of at least A- and a financial rating of at least VIII as noted in the most current Best's Insurance Report. Failure to maintain the insurance policies as

required by this Lease is a material breach of contract. Notwithstanding the foregoing, Tenant reserves the right to self-insure any of its obligations under this Lease or carry any insurance required by this Lease under a blanket policy or self-insured retention.

B. Landlord's Insurance. During the Term, Landlord shall procure and maintain, at Landlord's cost and expense, in full force and effect:

1. "all-risk" commercial property insurance for the Project in the amount of the full replacement values thereof, as the values may exist from time to time;
2. Commercial General Liability insurance with limits of liability of not less than \$3,000,000 per occurrence and general aggregate for injuries, losses, claims or damages to persons or property and contractual tort liability occurring in or on the Project;
3. Workers' Compensation insurance in compliance with statutory requirements for all Landlord's employees; and
4. earthquake and/or flood insurance if the Project is in an area where such hazards are a known risk and such insurance is reasonably available and subject to reasonably customary deductibles and sublimits.

Landlord's insurance must be issued by duly licensed insurers in the state where the Premises is located, with a general policyholder rating of at least A- and a financial rating of at least VIII as noted in the most current Best's Insurance Report. Failure to maintain the insurance policies as required by this Lease is a material breach of contract.

7.02 Waiver of Claims; Subrogation. Notwithstanding anything to the contrary set forth in the Lease, Landlord and Tenant, do hereby waive any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction is subject to coverage by the "all risks" property insurance. The risk to be borne by each party shall also include the satisfaction of any deductible amounts required to be paid under the applicable "all risks" fire and casualty insurance carried by the party whose property is damaged, and each party agrees that the other party shall not be responsible for satisfaction of such deductible. These waivers shall apply if the damage would have been covered by a customary "all risks" insurance policy, even if the party fails to obtain such coverage. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by "all risks" property insurance of the type required by this Lease. Each such policy shall include a waiver of all rights of subrogation by the insurance carrier against the other party, its agents and employees with respect to property damage covered by the applicable "all risks" fire and casualty insurance policy.

7.03 Requirements of Law. Landlord is responsible for compliance with Legal Requirements which are applicable to all or any part of the Project, excepting Tenant's responsibilities as set forth below. Tenant is responsible for compliance with all Legal Requirements which are applicable to Tenant's particular use and manner of use of the Premises, including disposal of medical waste.

## ARTICLE 8. CASUALTY & CONDEMNATION

8.01 Damage. If the Building is totally destroyed by fire or any other casualty (a “Casualty”), this Lease automatically terminates as of the date of such destruction. If the Building, the Common Areas or the Premises are damaged by a Casualty to the extent that Tenant is unable to conduct its reasonable and ordinary business operations, Tenant may terminate this Lease as of the date of such Casualty by notice to the other within thirty (30) days after the Casualty. If the Building, Common Areas or Premises are damaged by a Casualty and this Lease is not terminated as aforesaid, the damage must be promptly repaired, or caused to be repaired, by Landlord at no cost to Tenant. If Landlord is obligated to repair, but repair is not completed within two hundred forty (240) days after the Casualty, Tenant again has the right to terminate this Lease if Landlord does not complete repairs within thirty (30) days after notice from Tenant given after such two hundred forty (240) day period. Until such repairs and restoration are completed, Rent is abated in proportion to the portion of the Premises or the Common Areas which are untenable or inaccessible by Tenant in the conduct of its business by virtue of the Casualty. If any such damage causes any portion of the Premises or the Common Areas to become unusable or inaccessible by Tenant in the conduct of its business during the last six (6) months of this Lease, either Landlord or Tenant may, on thirty (30) days’ notice to the other, terminate this Lease.

8.02 Eminent Domain. If the Premises are taken by eminent domain or condemnation (a “Taking”), this Lease terminates immediately on the effective date of the Taking. If there is a partial Taking of the Project that materially adversely affects the operation of Tenant’s business, Tenant may terminate this Lease by notice to the other within thirty (30) days after the effective date of the partial Taking. Any notice to terminate must be given on or before thirty (30) days after the date of Taking of possession by the condemning authority and is effective as of the date of taking of possession unless another date is specified in the notice. If Tenant does not terminate this Lease, Landlord shall proceed with due diligence to make, or cause to be made, all necessary renovations and repairs to the Project to restore the same to the condition that it was in prior to the partial Taking. If Tenant does not terminate this Lease, Tenant shall remain in possession of the portion of the Premises not taken on the same terms of this Lease, except that all Rent must be reduced in direct proportion to the area of the Premises or the Common Areas subject to the Taking. All Rent must also be reduced during any period of time which Tenant is not able to occupy any portion of the remaining Premises or to use the Common Areas while Landlord is making the required repairs. The entire award or compensation from any Taking, whether for a total or partial taking or for the value of the leasehold, including any bonus value, shall belong to Landlord, except that Tenant shall be entitled to any award for damages to Tenant resulting from the Taking, including those related to any unamortized leasehold improvements paid for by Tenant, the interruption of Tenant’s business, Tenant’s moving expenses or Tenant’s trade fixtures and equipment.

8.03 Termination. Upon termination pursuant to this Article 8, the parties shall be relieved of all further obligations under this Lease, except those which expressly survive termination of this Lease.

## ARTICLE 9. DEFAULT, DISPUTES

9.01 Tenant Default. For purposes hereof the term “Tenant Default” means: (i) Tenant fails to pay the Base Rent within ten (10) days after the date when due; (ii) Tenant fails to pay any Additional Rent within five (5) days after written notice from Landlord that such Additional Rent was not received; (iii) Tenant fails to perform any of its other obligations under this Lease within thirty (30) days after written notice from Landlord specifying the nature and extent of the Tenant Default; provided, however, if the obligation is not reasonably curable within such thirty (30) day period, the time for cure shall be extended so long as Tenant commences the cure within the thirty (30) day period and uses diligent efforts to complete the cure; or (iv) a petition in bankruptcy is filed by or against Tenant and, if against, not discharged within ninety (90) days after filing.

### 9.02 Landlord Remedies.

A. If a Tenant Default has occurred, Landlord may in addition to all other remedies under the Lease, at law or in equity: (i) end this Lease after giving Tenant an additional five days written notice of its intention to do so and in accordance with any laws governing such termination, and Tenant shall then surrender the Premises to Landlord; (ii) Landlord may enter and take possession of the Premises, in accordance with any laws governing such repossession, and remove Tenant, with or without having terminated the Lease. Landlord's exercise of any of its remedies or its receipt of Tenant's keys prior to the expiration or termination of the Lease is not considered an acceptance or surrender of the Premises by Tenant. A surrender prior to the expiration or termination of the Lease must be agreed to in writing and signed by both parties; or (iii) Landlord may, after an additional five (5) days written notice, take such action as may be necessary to cure such default and charge the reasonable cost of cure to Tenant as Rent.

B. If Landlord terminates this Lease or terminates Tenant's right to possess the Premises because of a Tenant Default, Landlord may hold Tenant liable for: (i) the Rent payable by Tenant to Landlord prior to the expiration of the Term and the present value of any future Rents payable over the remainder of the Term, less any amount which Landlord receives from reletting the Premises after all of Landlord's reletting cost have been subtracted; (ii) any amounts Landlord actually and reasonably incurs in reletting the Premises during the remainder of the Term, including but not limited to reasonable attorneys' fees, customary brokers' commissions, and tenant improvement costs and allowances; and (iii) other necessary and reasonable expenses incurred by Landlord in enforcing its remedies. Tenant is liable for only those actual damages suffered by Landlord. Tenant shall pay any such sums due within thirty (30) days after receiving Landlord's proper and correct invoice for the amounts. During each collection action, Landlord is limited to the amount of the Base Rent due that would have accrued had the Lease not been terminated. Landlord must mitigate any damage by using commercially reasonable efforts to relet the Premises on reasonable terms. Landlord is entitled to recover from Tenant, and Tenant shall pay to Landlord, at Landlord's option, in lieu of any further damages, rights or remedies resulting from the Tenant Default, as and for liquidated and agreed final damages, a sum equal to the amount by which the Base Rent for the period which otherwise would have constituted the unexpired portion of the Term (commencing on the date immediately succeeding the last date with respect to which Base Rent was

collected) exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present value as of the time of the Tenant Default. For purposes hereof present value means the discounted present value of the amount owing at an interest rate of the rate payable on a U.S. government security having a maturity date closest to the expiration of the Term.

9.03 Landlord Default; Tenant Remedies. If Landlord fails to perform any of its obligations under this Lease within ten (10) days after written notice from Tenant specifying the nature and extent of such failure, Tenant may, at its option, without waiving claims for breach of this Lease and in addition to any other rights and remedies available to Tenant at law or in equity, perform such obligation for the account and at the expense of Landlord; provided, however, if the obligation is not reasonably curable within such ten (10) day period, the time for cure will be extended so long as Landlord commences such cure within such ten (10) day period and thereafter uses diligent efforts to complete the cure. Landlord shall reimburse Tenant for all reasonable sums so paid by Tenant and all reasonable costs and expenses incurred by Tenant in connection with the making of any payments, the performance of any act or other steps taken by Tenant pursuant to this Section 9.03 after receiving Tenant's invoice and demand therefor. The provisions of this Section 9.03 shall not preclude Tenant from exercising any rights, powers or remedies available by law or in equity, as a result of a default or breach of this Lease by Landlord.

9.04 Governing Law. This Lease, and the rights and obligations of the parties hereto, must be construed and enforced in accordance with the laws of the state in which the Building is located without reference to conflicts of laws principles.

9.05 Waiver of Consequential or Special Damages. Neither Landlord nor Tenant is liable to the other under, or in connection with, this Lease for any consequential or special damages, and both Landlord and Tenant waive, to the full extent permitted by law, any claim for consequential or special damages.

9.06 Default Interest. If Tenant fails to pay any amount within ten (10) days after the date when due, including, but not limited to, the payment of Rent, then Tenant shall pay Landlord, as Additional Rent, default interest on such overdue amount at the rate of interest equal to five percent (5%) until such failure to pay is cured.

## ARTICLE 10. MISCELLANEOUS

10.01 Force Majeure. Except where otherwise provided herein, in the event of a party's failure to perform any obligation under this Lease which is attributable to war, riot, acts of God or the elements or any other unavoidable act not within the control of the party whose performance is interfered with and which, by reasonable diligence, such party is unable to prevent (each an event of "Force Majeure"), such party shall be excused from such performance hereunder for such time as the event of Force Majeure continues and shall not be responsible to the other party for any losses resulting therefrom, provided however, that failure to obtain funds or any other event of Force Majeure shall not excuse or toll the due date of any monetary obligations of a party hereunder.



10.02 End of Term. On the expiration of the Term or earlier expiration of this Lease, Tenant shall return the Premises in good, broom-clean condition, excluding ordinary wear and tear, loss from Casualty and any other damage that Landlord is required to repair or restore pursuant to the provisions of this Lease. Tenant is not required to remove any Alterations permitted pursuant to this Lease.

10.03 Entire Agreement. This Lease, including the Exhibits, constitutes the entire agreement between Landlord and Tenant with respect to the Premises and may be amended or altered only by written agreement executed by both parties, and supersedes all prior agreements, whether written or oral, between the parties.

10.04 Binding on Successors. This Lease binds the parties, their heirs, successors, representatives and permitted assigns.

10.05 Ambiguities. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Lease or any amendments or exhibits hereto.

10.06 Partial Invalidity. If any provision of the Lease is held by the final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions must not be impaired or affected, and the rights and obligations of the parties must be construed and enforced as if the Lease did not contain that certain part, term or provision held to be illegal, invalid or unenforceable.

10.07 Waiver. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in a written document signed by the party waiving its rights and such waiver shall not be a waiver of any other default concerning the same or any other provision of this Lease.

10.08 Survival. All unperformed obligations hereunder not fully performed at the end of the Term shall survive the end of the Term; provided, however, that Tenant's obligations to pay Rent only survive the expiration or earlier termination of this Lease for a period of one (1) year.

10.09 Limitation of Liability. The liability of Landlord under the Lease is limited to its interest in the Project including any proceeds and rentals or other income related thereto. If Landlord sells the Project or assigns the Lease, Landlord is relieved of all liability under this Lease for occurrences arising after the completion of that sale if the buyer or assignee agrees, in writing, to assume the same.

10.10 Healthcare Compliance; Referral Source. Landlord represents and warrants to Tenant that Landlord is not a Referral Source. It is expressly recognized and understood that the parties intend to comply with all Legal Requirements, including, but not limited to (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and related "safe harbor" regulations; (ii) the federal "Stark Law" (42 U.S.C. 1395nn) and related regulations; and (iii) any and all state anti-kickback or anti-referral statutes, codes, laws, or regulations. Landlord and Tenant hereby acknowledge and agree that it is not a purpose of this Lease or any of the transactions contemplated herein to exert influence in any manner over the reason or judgment of any party with respect to the referral of patients or business of any nature whatsoever. It is the intent of the parties hereto that any referrals that may be made

directly or indirectly between Landlord and Tenant shall be based solely upon the medical judgment and discretion of a patient's physician while acting in the best interests of the patient. To the extent Landlord is a Referral Source, Landlord and Tenant hereby agree that Base Rent and any increases to the same (1) are set in advance, (2) reflect fair market value in an arms-length transaction, (3) do not take into account the volume or value of referrals or business that may otherwise be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid, or other federal or state health care programs, or any commercial payer programs, and (4) would be reasonable even if no referrals were made between the parties. If at any time this Lease no longer complies with the applicable Legal Requirements, as the same may be amended from time to time, then the parties shall negotiate an amendment to this Lease that cures the noncompliance. If such amendment is not possible, the parties agree that this Lease shall terminate. Upon such termination, the parties shall be relieved of all further obligations under this Lease, except those which expressly survive termination of this Lease.

Each party represents and warrants that: (A) it is not currently excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b; (B) it is not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal procurement and non-procurement programs; and (C) it has not been convicted of a criminal offense that falls within the scope of 42 U.S.C. Section 1320a-7(a), but has not yet been excluded, debarred, suspended or otherwise declared ineligible (each, an "Exclusion"), and agrees to notify the other party within two (2) business days of learning of any such Exclusion or any basis therefore. In the event of learning of such Exclusion, the non-excluded party shall have the right to immediately terminate this Lease without further liability. Landlord agrees that Tenant may screen Landlord against applicable Exclusion databases on a periodic basis.

10.11 HIPAA. Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA") and in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. Landlord hereby agrees that, notwithstanding the rights granted to Landlord pursuant to this Lease, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored or where such entry is prohibited by applicable state or federal health care privacy Legal Requirements. Landlord further agrees to comply with the provisions of HIPAA and all applicable medical privacy Legal Requirements in connection with Landlord's entry into the Premises and to comply with all of Tenant's policies and procedures with respect to confidentiality of health information in connection with Landlord's entry into the Premises.

10.12 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.

10.13 Relationship of Parties. The only relationship of the parties is that of landlord and tenant. Landlord shall not in any way or for any purpose be deemed a partner, joint venturer or member of any joint enterprise with Tenant. No other party shall be deemed a third party beneficiary of the rights conferred in this Lease.

10.14 Counterparts. This Lease may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Lease. Signatures of this Lease which are transmitted by either or both electronic or telephonic means (including, without limitation, facsimile, DocuSign, Adobe Sign and email) are valid for all purposes.

10.15 Attorneys' Fees. In the event of any legal action or proceeding between the parties, the prevailing party in such action or proceeding shall be entitled to reimbursement of costs and expenses from the other party, including without limitation reasonable attorneys' fees and expenses and the costs of enforcing the provisions of this Lease; provided, however, each party shall be responsible for payment of its own attorneys' fees if any such action or proceeding is settled unless otherwise agreed as part of any settlement agreement.

**[The balance of this page is intentionally left blank.]**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

<p>LANDLORD:</p> <p>GUNTOWER CAPITAL LLC, a Washington limited liability company</p> <p>Signed by:</p> <p>By: <u>Chris Langer</u> 29BB870D60DE4DE</p> <p>Printed Name: <u>Chris Langer</u></p> <p>Title: <u>Manager</u></p>	<p>TENANT:</p> <p>THE POLYCLINIC MSO, LLC, a Delaware limited liability company</p> <p><u>Wes Wylie</u></p> <p>By: <u>Wes Wylie (05/21/2025 21:15 CDT)</u></p> <p>Printed Name: <u>WW</u> ww</p> <p>Title: <u>Assoc. Director</u></p>
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**EXHIBIT A**  
**COMMENCEMENT DATE MEMORANDUM**

With respect to that certain Clinic Lease Agreement (“Lease”) dated \_\_\_\_\_, 2025, between Guntower Capital LLC, a Washington limited liability company ( “Landlord”) and The Polyclinic MSO, LLC, a Delaware limited liability company (“Tenant”), whereby Landlord leased to Tenant and Tenant leased from Landlord space located at 1145 South Broadway, Seattle, Washington (the “Premises”). Tenant and Landlord hereby acknowledge as follows as of \_\_\_\_\_, 20\_\_:

- (1) The Commencement Date is \_\_\_\_\_.
- (2) The Expiration Date of the Lease is \_\_\_\_\_.
- (3) The Early Termination Date is \_\_\_\_\_.
- (4) Tenant must exercise its option (i) for the first Extension Term no later than \_\_\_\_\_, 20\_\_ (ii) for the second Extension Term no later than \_\_\_\_\_, 20\_\_
- (5) The Base Rent schedule shall be revised as follows:

<u>Time Period</u>	<u>Annual Base Rent / RSF</u>	<u>Monthly Base Rent for Short Term Premises</u>	<u>Monthly Base Rent for Long Term Premises</u>
	\$30.00	\$31,452.50	\$39,557.50
	\$30.75	\$32,238.81	\$40,546.44
	\$31.52	\$33,046.09	\$41,561.75

All capitalized terms herein, not otherwise defined herein, shall have the meaning assigned in the Lease.

LANDLORD:	TENANT:
GUNTOWER CAPITAL LLC, a Washington limited liability company	THE POLYCLINIC MSO, LLC, a Delaware limited liability company
By:_____	By:_____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

**EXHIBIT B**

Legal Description of the Land

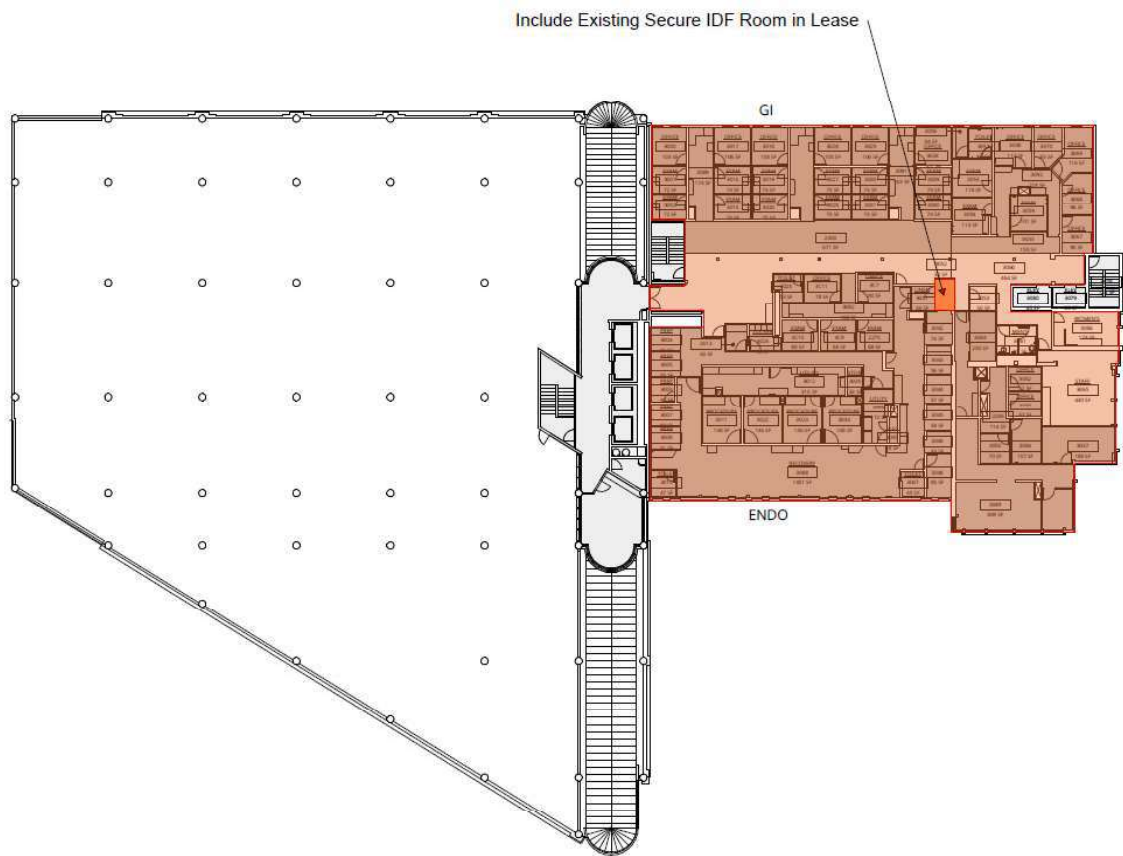
The Land referred to herein below is situated in the County of King, State of Washington, and is described as follows:

LOTS 1 THROUGH 7, INCLUSIVE, BLOCK 139; AND THAT PORTION OF BLOCK 138, LYING SOUTHERLY OF EAST UNION STREET AND NORTHEASTERLY OF HARVARD AVENUE; ALL IN A. A. DENNY'S BROADWAY ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THOSE PORTIONS OF VACATED SENECA STREET ADJOINING SAID BLOCK 138 AND LOTS 1 AND 2 OF SAID BLOCK 139, WHICH ATTACHED BY OPERATION OF LAW.

**EXHIBIT C**

Depiction of Long Term Premises



**BROADWAY - 3RD FLOOR**

Full Floor for Endoscopy and GI + Support: 15,823 RSF

1st Floor: 7,346 RSF
2nd Floor: 5,235 RSF
3rd Floor: 15,823 RSF
TOTAL Lease Request: 28,404 RSF

## EXHIBIT D

### Depiction of Short Term Premises



### BROADWAY - 1ST FLOOR

Diagnostic Imaging: 7,346 RSF

1st Floor: 7,346 RSF  
2nd Floor: 5,235 RSF  
3rd Floor: 15,823 RSF

TOTAL Lease Request: 28,404 RSF





## BROADWAY - 2nd FLOOR

Glaucoma + Security Corridor: 5,235 RSF

1st Floor: 7,346 RSF  
2nd Floor: 5,235 RSF  
3rd Floor: 15,823 RSF

TOTAL Lease Request: 28,404 RSF

**EXHIBIT E**

Direct Deposit Instructions

*Please see attached.*

# UNITEDHEALTH GROUP®

## Authorization for Electronic Funds Transfer (ACH)

Please allow 1-4 weeks for direct deposit to take effect.

\*\*\*All fields must be complete prior to setup by Accounts Payable\*\*\*

Payee Name: _____	Tax ID Number: _____
Remit Address: _____	

Requester Name: _____	Title: _____
Email Address: _____	Telephone Number: _____

UHG, Optum, UHC Contact Name: _____	Title: Lease Administration Analyst
Email Address: _____	Telephone Number: _____

Action (Check One): ☐ Enroll ☐ Change ☐ Cancel

- I hereby authorize, in the event UnitedHealth Group, 9900 Bren Road East, Minneapolis MN, hereinafter called COMPANY, identifies a payment issued by UnitedHealth Group or affiliates erroneously credited to my account, COMPANY may work with my bank as needed to reverse funds or, stop funds from being deposited into my DEPOSITORY account. I understand Savings accounts are not accepted DEPOSITORY accounts.
- To ensure my account is properly credited, I have attached one of the following:
  - ☐ Voided check (deposit ticket is not acceptable; routing numbers may be different)
  - OR
  - ☐ A letter from my Bank – confirming the bank account & routing number. (The bank letter must be on bank letterhead and include a bank authorizer name, title, physical address, email address, phone number, signed and dated within 90 days.)

Depository Bank Name: _____	Bank Transit #: _____
Depository Bank Address: _____	Bank Account #: _____

- This authorization is to remain in full force and effect until COMPANY has received written notification from me or a designated authorized delegate, of its termination in such time and manner as to afford COMPANY a reasonable opportunity to act on it.

### Approver Information (Account Signatory or Authorized Delegate):

Print Name: _____	Title: _____
	<input type="checkbox"/> Account Signatory
	<input type="checkbox"/> Certified Signatory Delegate
Signature: _____	Date: _____
(Original or Adobe Sign signature required)	
Email: _____	Phone Number: _____
By signing, I certify that I am either the signatory or authorized delegate of the signatory.	

Return Completed Form and Required Back-up to [lease.administration@uhc.com](mailto:lease.administration@uhc.com)

**EXHIBIT F**

Landlord's W-9 Form

*Please see attached.*

Form  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**W-9**  
**Request for Taxpayer  
Identification Number and Certification**  
▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**GUNTOWER CAPITAL LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.  
☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**1421 34th Avenue, Suite 300**

6 City, state, and ZIP code  
**Seattle, WA. 98122**


7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**  
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.  
**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**  
[ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ][ ]  
**OR**  
**Employer identification number**  
[ ][ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ]  
**8 2 - 1 4 3 4 0 4 0**

**Part II Certification**  
Under penalties of perjury, I certify that:  
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and  
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and  
3. I am a U.S. citizen or other U.S. person (defined below); and  
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**  
Signature of U.S. person ▶ 

Date ▶ **9/30/2019**

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).  
**Purpose of Form**  
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.  
• Form 1099-INT (interest earned or paid)  
• Form 1099-DIV (dividends, including those from stocks or mutual funds)  
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)  
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)  
• Form 1099-S (proceeds from real estate transactions)  
• Form 1099-K (merchant card and third party network transactions)  
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)  
• Form 1099-C (canceled debt)  
• Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Cat. No. 10231X  
Form **W-9** (Rev. 10-2018)