

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into as of the later of the dates set forth below the signatures to this Lease (the “Effective Date”) between San Ramon Ambulatory Care, LLC, a Delaware limited liability company (“Landlord”) and Chabot-Las Positas Community College District, (“Tenant”) and, collectively with Landlord, the “Parties”.

BASIC TERMS

The following basic terms (the “Basic Terms”) are an integral part of this Lease, are referred to throughout this Lease using the terms set forth in the left column below, and are not intended to list all amounts payable under this Lease. In the event of any direct conflict between the Basic Terms and any other provision of this Lease, the Basic Terms will control.

- (1) Building: The professional office building located at 5860 Owens Drive, Pleasanton (“Building”), in Alameda County (“County”), California (“State”).
- (2) Premises: A portion of the Building, consisting of approximately +/- 24,500 rentable square feet of office space, located on the Third floor, and designated as Suite 300 of the Building, as approximately depicted on Schedule 1. If the Premises floor area is based on “rentable square feet”, Tenant acknowledges such measurement may include an unallocated portion of the common area.
- (3) Term: Ten (10) year, four (4) month lease term commencing October 1, 2019 (Lease Commencement Date) and expiring (124) full calendar months thereafter (Lease Expiration Date).
- (4) Rent Commencement Date: One Hundred twenty (120) days after the Lease Commencement Date, except as otherwise expressly provided in Exhibit B.
- (5) Base Rent: \$793,800.00 per year (\$66,150.00 per month), with 3% annual increases to commence on the 65th month of the lease term.
- (6) Notices and Payments to Landlord: Any notices to Landlord, and all payments to Landlord under this Lease shall be made payable to and mailed to Landlord at the following address, until changed by notice from Landlord:

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P.O. Box 845610
Dallas, Texas 75284-5610

Notices to Tenant: 5860 Owens Drive, 3rd floor
Pleasanton, CA
Attention: Julia Dozier

With a copy to:
7600 Dublin Blvd. 3rd floor
Dublin, CA 94568
Attention: Owen Letcher

- (7) Security Deposit: \$ 76,685.98.
- (8) Permitted Use: Administrative office use, **educational classroom** training and related uses by Tenant and for no other use or purpose.
- (10) Tenant Improvements: Landlord is delivering the Premises to Tenant in its existing as is condition. Tenant, at Tenant's sole cost, shall be responsible for the construction of any and all tenant improvements according to a Tenant Improvement Plan to be determined by Tenant, as further defined in Exhibit B. Said Tenant Improvement plan shall require the mutual approval of both Landlord and Tenant, not to be unreasonably withheld.
- (11) Brokers: Each Party warrants that it has not dealt with any real estate broker or agent in connection with this Lease, other than Cushman & Wakefield, U.S., Inc. representing Landlord, and DCG Strategies, representing Tenant. Landlord agrees to pay a commission in connection with this Lease to Landlord's Broker pursuant to the terms of a separate written agreement. Landlord and Tenant each agrees to indemnify, defend and hold harmless the other party from and against all claims, lawsuits, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses) arising or resulting from any demand for a commission or other compensation made by a broker, finder or listing agent other than Broker with whom the indemnifying party has dealt or allegedly dealt.
- (12) Utilities: The Premises are separately metered or sub-metered for the utilities checked below:
 none
 electricity,
 water,
 heating and air conditioning, and
 other: [J-1] ,
and Tenant will pay Landlord or, at Landlord's election, the applicable utility company for the use of such utilities based upon the consumption shown on the applicable meter or sub-meter for each such utility. The Premises are jointly metered for all other utilities, and Tenant will pay Landlord for each such jointly metered utility based upon Tenant's share of the cost thereof as equitably allocated by Landlord.
- (13) Parking: Tenant shall be provided with access to 117 unreserved parking spaces on site on the surface parking lots, **and/or** in the garage.

Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term, upon the following terms:

1. DELIVERY. Landlord will deliver the Premises to Tenant upon the occurrence of all of the following: a fully executed Lease agreement between the parties; security deposit and first month's rent check delivered from Tenant to Landlord; certificate of insurance coverage for the amounts detailed under this Lease delivered from Tenant to Landlord; Tenant's selected general contractor providing adequate evidence of insurance coverage as required by Landlord to start Tenant Improvement work. Any reference herein to a particular date for delivery of the Premises to Tenant or the completion of the Tenant Improvements is an estimate only, and if Landlord fails to deliver the Premises to Tenant by any such date, then this Lease shall not be void or voidable nor shall Landlord be liable to Tenant for any resulting Claims.

2. TERM.

A. Except as otherwise provided herein, all of Tenant's obligations that do not require or contemplate possession of the Premises will commence upon the Effective Date, and such obligations that do require or contemplate possession will commence upon Tenant's first entry onto the Premises on or after the Effective Date.

B. The Term shall be automatically extended on a month-to-month basis for up to 6 months if the Parties continue to abide by this Lease without having (i) executed a renewal or extension hereof, (ii) executed a new lease for the same or other premises, or (iii) notified the other Party of such Party's intent not to extend this Lease.

3. RENT.

A. Except as otherwise provided in Exhibit B, the Premises will be deemed to contain the floor area set forth in Basic Term (2) for all purposes hereunder and will not be subject to remeasurement except as otherwise provided for elsewhere in this Lease.

B. Tenant shall, without notice, demand, abatement, deduction or setoff, pay to Landlord, the Base Rent in advance in equal monthly installments in the monthly amount set forth in the Basic Terms, commencing upon the Rent Commencement Date and on the first day of each and every succeeding calendar month during the Term. However, if the Term commences other than on the first day of a calendar month, then, upon the Rent Commencement Date, the Base Rent for such initial month shall be prorated on a daily basis.

C. Base Rent shall increase annually starting on the 65th month of the lease term. Each subsequent increase will occur on each succeeding anniversary of such first adjustment date. The dates of the first and each subsequent adjustment are "Adjustment Dates". The amount of each increase will be equal to 3% over the prior year.

D. All amounts Tenant agrees to pay hereunder other than Base Rent shall be deemed "additional rent". Additional rent and Base Rent are referred to herein collectively as "rent".

E. If applicable, Tenant shall, in addition to the other amounts payable hereunder, pay any rental, sales, use and similar taxes based on the amounts payable hereunder by any municipal, county, district, state, federal or other governmental authority (including any executive, legislative, judicial, administrative

and regulatory bodies of each such authority) (each, an “Authority” and collectively, the “Authorities”). Any such payment shall be paid concurrently with the payment of the amount upon which such tax is based.

F. Any amount not paid within 10 days after it is due shall be subject to a late charge of \$25.00 per month. In addition, any amount not paid within 30 days after it is due shall be subject to default interest at a per annum rate of 15% or, if lower, the highest rate allowed by law, calculated and, if permitted by applicable law, compounded monthly based on the then-outstanding balance owed. Payment of interest and late charges shall not relieve Tenant from any default. Tenant acknowledges that it has above been given grace periods and that interest and late charges will apply to any amounts not paid within such grace periods.

G. No payment of a lesser amount than the full amount due under this Lease shall be considered anything other than a payment on account of the earliest amount due. No endorsement or statement on any check or any correspondence accompanying any payment may be deemed an accord and satisfaction. Landlord may accept such payment without prejudice to its rights to recover the balance due and to pursue any other remedy. Pursuant to § 3-311 of the State’s Uniform Commercial Code, any instrument purporting to be an accord and satisfaction must be sent to Landlord’s address for notices (and not the address for payments).

H. The Parties agree the rent amounts are the product of bona fide, arms-length negotiations and represent commercially reasonable, fair market rent for the Premises for general commercial purposes, without taking into account the intended use or the volume or value of any actual or expected “federal health care program” (as defined under 42 U.S.C. § 1320a-7b (f), “Federal Program”) or other referrals to, or business otherwise generated for, either Party. The rents do not reflect any additional value either Party may attribute to the proximity or convenience of the Premises to referral sources or business otherwise generated for which payment may be made in whole or in part under any Federal Program.

4. USE. The Parties agree the Premises (a) do not exceed that which is commercially reasonable and necessary for the legitimate business purposes of this Lease; (b) will be used exclusively by Tenant on a full-time basis during the Term only for the Permitted Use **as set forth in basic terms item (8)**; and (c) represent all of the premises leased between the Parties during the Term. Tenant must comply with the rules and regulations set forth in Exhibit A and such additional rules and regulations as are reasonably adopted by Landlord for the Building from time to time (collectively with Exhibit A, the “Rules”). Tenant recognizes the restrictions in this Lease on the use of the Premises are a material consideration for Landlord to enter into this Lease.

5. COMMON AREAS. Tenant is granted a nonexclusive license to use the parking areas and common areas (including corridors, lobbies, elevators, and rest rooms) of the Building that are made available generally for all tenants of the Building (collectively, the “Common Areas”) for Tenant and Tenant’s employees and patrons. Landlord may at any time, without effecting an actual or constructive eviction and without incurring any liability to Tenant, change the arrangement or location of or close some or all of the Common Areas and change the name, number or designation by which the Building is known.

6. LANDLORD MAINTENANCE, UTILITIES AND SERVICES. Landlord shall maintain the roof, exterior walls, Common Areas, and the plumbing serving the Premises. Subject to Tenant’s obligation to pay for such utilities as set forth in the Basic Terms, Landlord agrees to furnish the Premises with (i) Building-standard heat and air conditioning during reasonable and customary business hours, (ii) elevator services, if an elevator is installed, and (iii) normal water and normal electric current for lighting, ordinary medical equipment and business appliances. Landlord may impose an additional reasonable charge for any utilities and services, including air conditioning, electrical current, and water, provided by Landlord, by reason of:

use of the Premises other than during customary hours, use beyond that which Landlord agrees herein to furnish, or special needs created by Tenant's telephone equipment, computers, and other equipment or uses. Landlord shall remove Tenant's trash from Tenant's trash containers within the Premises, if requested by Tenant, not including medical or infectious waste. Landlord agrees to provide Building-standard cleaning services to the Premises 5 days per week. Tenant agrees to pay for all other services supplied to the Premises not enumerated in this Section.

7. TAXES AND ASSESSMENTS. Tenant must pay promptly when due all personal property and other taxes and assessments upon the property of Tenant in, upon or about the Premises.

8. SECURITY DEPOSIT. Landlord acknowledges receipt of the Security Deposit. Landlord shall hold the Security Deposit as security for Tenant's performance of this Lease. Tenant shall not be entitled to interest thereon. The obligations of Landlord with respect to such deposit will be those of a debtor to a creditor and not those of a fiduciary or other person in whom Tenant may repose trust. If Tenant defaults under this Lease, Landlord may, but shall not be required to, apply the Security Deposit for the payment of any rent in default or any other amount Landlord incurs by reason of Tenant's default. If any portion of said deposit is so used, Tenant shall, upon demand, restore the Security Deposit to its original amount. If Tenant fully performs its obligations under this Lease to be performed by Tenant, the Security Deposit shall be returned to Tenant within 30 days after the expiration or termination of this Lease.

9. TENANT MAINTENANCE; ALTERATION. Tenant shall maintain every part of the Premises (excepting only those parts that are specifically required to be maintained by Landlord hereunder) in good order, condition and repair and shall not alter, repair or change the Premises without the prior written consent of Landlord. Notwithstanding any contrary provision of this Lease, Tenant shall be solely responsible for the cost of removing Hazardous Materials (including infectious waste) from the Premises, and such removal will be performed by Tenant or Landlord, at Tenant's cost, as directed by Landlord. All alterations, improvements, and changes (each, an "Alteration") to the Premises may be undertaken only by or under the direction of Landlord but at Tenant's expense. Tenant shall not suffer or permit any mechanic's or materialman's liens to be filed against the Premises or Building. Landlord may condition its consent to any Alterations on any conditions it deems useful for the avoidance of mechanics' or material suppliers' or similar liens, including the requirement that Tenant obtain payment and performance bonds and/or post or permit Landlord to post notices upon the Premises.

10. INSURANCE.

A. Landlord shall maintain liability and property insurance policies with such coverage and such limits as Landlord elects. Tenant shall not be an insured, additional insured, loss payee or co-insured under any of Landlord's policies and shall have no right to any proceeds thereof. Landlord may self-insure with respect to any insurance policy.

B. Tenant shall maintain the policies set forth on Exhibit C.

C. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each waive all claims, liabilities, losses, damages, rights of recovery, actions, causes of action, penalties, proceedings, expenses, costs, fines, attorney's fees, expert witness fees, and suits (collectively, "Claims") against the other and the Representatives of the other, for any loss or damage that occurs to the Premises, Tenant's personal property located in the Premises, or the Building as a result of any cause insured or required to be insured against under this Lease. THE FOREGOING WAIVERS APPLY REGARDLESS OF THE AMOUNT PAYABLE UNDER INSURANCE POLICIES OR THE CAUSE OR ORIGIN OF THE LOSS, INCLUDING THE NEGLIGENCE OF THE OTHER PARTY OR ITS REPRESENTATIVES.

11. INDEMNIFICATION. ~~Except to the extent the same arise for Claim's arising out of or related in any manner to the negligent, grossly negligent or willful conduct of Landlord or Landlord's Representatives.~~ Tenant shall indemnify, protect, defend (with counsel reasonably acceptable to Landlord), and hold harmless Landlord and Landlord's Representatives from and against all Claims arising from: (i) Tenant's use, occupancy or enjoyment of the Premises and its facilities, the conduct of Tenant's business, or any activity, work or thing done, permitted, omitted or suffered by Tenant or any Tenant Party; (ii) any violation, breach or default of Tenant hereunder; (iii) any occurrence within the Premises after the delivery of possession of the Premises to Tenant; (iv) Tenant's failure to surrender possession of the Premises upon the expiration or earlier termination of this Lease; (v) any mechanics', material suppliers' or other liens filed against the Premises on account of work performed by or on behalf of Tenant; (vi) any violation of Tenant's obligations regarding Hazardous Materials; or (vii) any actions (including negligent actions) taken by Landlord to mitigate its damages or pursuant to a self-help right or otherwise to remedy a breach, violation or default by Tenant hereunder or in performing any obligation of Tenant hereunder. ~~Except to the extent the same arise for Claims arising out of or related in any manner to the negligent, grossly negligent or willful conduct of Tenant, Landlord shall indemnify, defend and hold harmless Tenant from and against all Claims arising out of the negligent, grossly negligent or willful conduct of Landlord. Landlord shall not be liable to Tenant for and Tenant waives and releases any Claims resulting from: (A) the acts or omissions of any co-tenant or other occupant of the same Building or by any owner or occupant of adjoining or contiguous property, (B) any matter indemnified against hereunder, (C) any interruption in any utility or other service, regardless of cause, (D) leaking pipes, or (E) any failure to provide or perform any services or utilities due to Force Majeure.~~

12. RIGHT OF ENTRY. Landlord may enter the Premises at reasonable times (or any time, in case of an emergency) for any reasonable purpose, including in order to examine it, to show it to prospective tenants, lenders, ground lessors, and purchasers, to make such Alterations as Landlord deems necessary or desirable, including the construction or improvement of offices adjacent to or above the Premises. Landlord will endeavor not to unreasonably impair Tenant's use and enjoyment of the Premises in performing Alterations. Base Rent shall abate while Alterations are being made by Landlord only when there is a material interruption of Tenant's business, such Alterations are for the benefit of other portions of the Building and such abatement is approved by Landlord in writing prior to the start of any Alterations. If during the last month of the Term Tenant has removed all or substantially all of Tenant's property, Landlord may immediately enter and make Alterations to the Premises without elimination or abatement of rent, without liability to Tenant for any compensation, and without affecting this Lease. If no Tenant Representative is present to permit entry into the Premises when entry is permissible, Landlord or its Representatives may enter the Premises without rendering Landlord or such Representatives liable therefor (so long as Landlord or its Representatives accord reasonable care to Tenant's property) and without affecting Tenant's obligations hereunder.

13. DESTRUCTION; EMINENT DOMAIN.

A. If the Building is damaged by fire or other casualty and such damage to the Building cannot reasonably be repaired within a period of 6 months after the happening of such damage, then Landlord may terminate this Lease upon written notice to Tenant delivered prior to the 60th day after such 6-month period. If this Lease is not terminated as provided herein, then Landlord shall use reasonable diligence to repair the Premises and at least the portions of the Building required for access to the Premises. If Landlord undertakes such repairs, Base Rent will abate in proportion to the part of the Premises rendered untenable thereby until the damage is repaired.

B. If a taking of the Building or any material portion thereof occurs, then this Lease shall terminate. Otherwise, this Lease shall not terminate and Base Rent shall be equitably adjusted. In this Lease, “taking” means the exercise of any right of eminent domain or power of condemnation and includes any conveyance made under threat thereof.

C. Except for any condemnation or property insurance proceeds paid to Tenant on account of its personal property located within the Premises and that Tenant is entitled hereunder to remove upon the expiration of the Term, all condemnation and property and rent loss insurance proceeds paid to either Party will be the sole and exclusive property of Landlord and are hereby transferred, assigned and set over to Landlord by Tenant. Tenant waives any common law or statutory termination rights following a taking or casualty.

14. TERMINATION AND DEFAULT.

A. **Merger, Consolidation, Etc.** If Tenant is a corporation, professional association, professional corporation, limited liability company, professional limited liability company, or general or limited partnership (each, an “Entity”), Landlord may terminate this Lease on 30 days’ prior written notice to Tenant in any of the following events:

- (1) the merger or consolidation of such Entity into or with another Entity; or
- (2) the sale, exchange, or other disposition of the any ownership interests of such Entity that results in the loss of control thereof by the majority owner as of the Effective Date; or
- (3) if any occupant or user of the Premises is or becomes an officer, director, or employee of any hospital or health system other than of Landlord or an Affiliate of Landlord without the prior consent of Landlord; provided that the foregoing shall not restrict or prohibit any physician occupants or users of the Premises from making referrals to any hospital or health system as such physician deems necessary or appropriate in the professional judgment of such physician.

B. **Termination for Changes in Law.** If any Authority passes, issues or promulgates any new, or changes any existing, Applicable Law (each, a “Legal Event”) that a Party (the “Noticing Party”) reasonably believes (i) materially and adversely affects either Party’s licensure, accreditation, certification, or ability to refer, accept any referral, present a bill or claim, or receive payment or reimbursement from any governmental or non-governmental payor, or (ii) requires further compliance activities of the other Party, then the Noticing Party may give the other Party 30 days prior written notice of its intent to amend or terminate this Lease. Notwithstanding the foregoing, the Noticing Party may propose an amendment to this Lease to take into account the Legal Event, and, if accepted by the other Party prior to the end of the 30 day notice period, this Lease shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

C. **Abbreviated Term.** Should Tenant or, if Tenant is an Entity, the majority shareholder, member, partner or the like of Tenant (each, including Tenant, a “Tenant Physician”) be unable to practice medicine because of death or severe long-term illness or other physical or mental incapacity, this Lease shall automatically expire on the last day of the second full month following Landlord’s receipt of notice thereof or upon vacation of the Premises, whichever first occurs. Subject to Section 24(I), the Parties will have no further obligations hereunder upon Tenant’s surrender of the Premises in compliance with this Lease.

D. **Default.** If Tenant (1) fails to pay any money when due hereunder or to restore the Security Deposit when required and such failure continues for 5 days; (2) fails to perform or observe any other covenant to be performed by Tenant hereunder and such failure continues for 15 days after receipt of written notice from Landlord pertaining thereto (plus such additional time as may be required under the circumstances if such cure is commenced within such 15 days and thereafter diligently pursued to completion); (3) makes a

general assignment for the benefit of creditors, takes any action under any insolvency or bankruptcy law, fails to terminate any receivership within 60 days after the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or is adjudicated a bankrupt or insolvent; or (4) vacates or abandons the Premises, then, in any of such cases, Tenant shall be deemed to have materially breached and defaulted under this Lease and Landlord, at its option, will have any one or more of the following remedies, all of which will be cumulative and nonexclusive: (i) to apply any security deposit pursuant to Section 8; and/or (ii) to cure the default for and on behalf of Tenant, whereupon Tenant must reimburse Landlord for the cost thereof, plus 15% of such cost, within 10 days after receipt of an invoice therefor; and/or (iii) to terminate Tenant's right to possession without terminating this Lease; and/or (iv) to terminate this Lease; and/or (v) to pursue an action for eviction; and/or (vi) to pursue any and all additional or further remedies as are available under this Lease or at law or in equity, including the right to sue for damages, specific performance, declaratory judgment and/or injunctive relief. If Tenant's right to possession (but not this Lease) is terminated, then Landlord will be entitled to damages equal to: (A) all past due rent, (B) the costs and expenses of recovering possession of the Premises, (C) the cost of re-letting the Premises, including the costs of any alterations, tenant concessions and broker's fees paid in connection therewith, (D) the positive difference, if any, obtained by subtracting the rents received from such re-letting from the rents due under this Lease, and (E) such further amounts as are provided for in this Lease or as are recoverable under applicable law to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease. If Landlord terminates this Lease (which it may do regardless of whether it has previously elected to terminate Tenant's right to possession), Landlord will be entitled to damages equal to: (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of rental loss Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease, including costs of recovering and re-letting the Premises. "Worth at the time of award" means present value, assuming a discount rate equal to: (I) in the case of clauses, (a) and (b) 15% per annum, and (II) in all other cases, the discount rate on advances to member banks as of the applicable date for the Federal Reserve Bank for the region that includes the State, plus one percentage point (1%).

15. ENVIRONMENTAL COMPLIANCE/HAZARDOUS MATERIALS.

A. **Definition.** "Hazardous Materials" means any substance or material that is or may be hazardous, toxic, ignitable, radioactive, reactive or corrosive to the environment, property or human health, regardless of whether regulated by Applicable Law, including infectious waste, medical waste, and potentially infectious biomedical waste, and substances and materials identified under Applicable Law as having any of the foregoing characteristics.

B. **Prohibition.** Tenant, the officers, directors, employees, representatives, agents, successors, assigns, affiliates, partners, members, owner and shareholders (collectively, "Representatives") of Tenant, and the contractors, subcontractors, licensees, sublessees, concessionaires, and invitees of Tenant (collectively, "Tenant's Permittees") and any other occupants of the Premises (collectively with Tenant's Representatives and Permittees, "Tenant Parties") shall not (i) use, generate, manufacture, refine, produce, process, store, release or dispose of, on, under or about the Building or transport to or from the Building any Hazardous Materials, except normal amounts of medical waste generated from Tenant's medical

practice from the Premises that are handled in strict compliance with Applicable Laws and all permits, licenses and approvals issued to Tenant in connection therewith, or (ii) without Landlord's consent, undertake any remediation of any such Hazardous Materials or report any information relating to Hazardous Materials not required by Applicable Law to be reported.

16. COMPLIANCE WITH LAWS AND REGULATIONS.

A. **Generally.** During the Term of this Lease, each Party shall comply with all applicable laws, regulations and guidelines of all Authorities and of all insurers and insurance underwriting agencies pertaining to the use and occupation of the Premises (collectively, "Applicable Laws"). Each Party represents and warrants that the entering into and performance of its obligations hereunder do not knowingly violate any Applicable Laws.

B. **No Referral Condition.** Neither the selection of Tenant nor this Lease is conditioned on either Party (i) making referrals to the other; (ii) being in a position to make or influence referrals to the other; or (iii) generating business for the other.

C. **Conduct Standards.** Tenant represents it read, understands, and shall abide by Tenet's Standards of Conduct. Tenant shall comply with Tenet's Compliance Program and Tenet's policies related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Tenet's Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws with descriptions of penalties and whistleblower protections are available at:

<http://www.tenethealth.com/about/ethics-compliance>.

Tenant shall require any employees providing services to Landlord to read and abide by the Standards of Conduct and Tenet's Compliance Program. Hardcopies of the foregoing are available upon request.

D. **Exclusion Lists.** Tenant represents and warrants that neither it nor any of its Representatives or contractors (collectively, "Screened Persons") is a person who has been excluded from participation in any Federal Program, nor been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal Authority or has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). Tenant shall screen any of its Screened Persons who provide services to Landlord against (a) the U.S. Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available at <http://www.oig.hhs.gov>), (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure none of the Screened Persons is an Ineligible Person. If, after the Effective Date, any Screened Person becomes or is proposed to become an Ineligible Person, Tenant shall immediately notify Landlord thereof and Landlord may immediately terminate this Lease.

17. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublease or license or permit the occupancy by any other person or entity of all or any part of the Premises, except with Landlord's prior written consent. If Tenant is an Entity, any change in the ownership or control (whether by virtue of ownership interests, by contract or otherwise) of Tenant will constitute an assignment of this Lease for purposes of this Section 17.

18. SUBORDINATION OF LEASE. Except as otherwise elected by the holder thereof, this Lease is subject and subordinate to any mortgages, ground leases, deeds of trust, voluntary liens and security interests which

may now or hereafter be placed upon or affect the Building, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative, and no further instrument shall be required for its effectiveness. In addition, Tenant shall execute any document that Landlord or Landlord's lender or ground lessor reasonably requests to evidence such subordination or otherwise.

19. ESTOPPEL CERTIFICATES. Tenant shall, from time to time, upon 10 days' prior request by Landlord, deliver to Landlord, or to such other persons who may be designated in such request, a statement in writing certifying that this Lease is unmodified and in full force and effect (or stating any modifications), the dates to which rent has been paid, and such other information as is reasonably requested by Landlord. Any such statement may be relied upon by Landlord and any current or prospective purchaser or encumbrancer of the Premises.

20. QUIET ENJOYMENT. Except as otherwise provided herein Tenant shall have peaceable and quiet enjoyment of the Premises free from eviction or interference by Landlord if Tenant fully and punctually performs its obligations hereunder.

21. SURRENDER AND HOLDOVER.

A. Tenant shall vacate the Premises in the same condition as received, ordinary wear and tear excepted. Tenant shall remove all of Tenant's personal property in a manner that will minimize any damage to the Premises, before the day this Lease expires or terminates. Any damage caused by such removal shall be repaired by Tenant before the expiration or termination of this Lease. Any of Tenant's personal property left on the Premises may, at Landlord's option, be deemed abandoned and kept or disposed of by Landlord. All Alterations shall remain a part of and be surrendered with the Premises unless Landlord directs, at least 60 days prior to expiration of the Term or within 60 days after the earlier termination of the Lease, the Premises to be restored to their original condition. Such restoration shall be accomplished on or before the expiration of this Lease or, if this Lease is terminated, as soon after the termination thereof as is practical, at the expense of Tenant.

B. If Tenant holds over in the Premises after the expiration or termination of this Lease, then during such hold over, monthly Base Rent shall be payable in an amount equal to the Base Rent payable for the last month of the Term plus, if Landlord has notified Tenant that Tenant may not continue in possession after the expiration or termination of this Lease or that Tenant is in breach of this Lease, then, from the date of such notice, Tenant must pay additional holdover rent equal to 50% of such monthly Base Rent. All other terms hereof shall continue in effect unmodified. Notwithstanding the foregoing, following the expiration or termination of this Lease, Landlord may use all available legal remedies (including self-help, if available) to cause Tenant to vacate the Premises. The voluntary or other surrender of this Lease by Tenant, or mutual cancellation thereof, shall not cause a merger and shall, at Landlord's option Landlord, terminate any existing subtenancies or operate as an assignment of any subtenancies to Landlord.

22. NOTICES. All notices hereunder must be in writing and delivered personally, by certified mail-return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below or in a notice changing such address.

23. LEGAL PROCEEDINGS. This Lease shall be governed by the laws of the State. In any legal or equitable action or bankruptcy proceeding arising out of this Lease, including any appeal or supplemental proceedings in connection therewith, the prevailing party shall be entitled to recover all fees, costs and expenses,

including reasonable attorney's fees, incurred in connection with such action or proceeding and any efforts to collect or enforce any resulting judgment.

24. SIGNAGE.

Landlord will work with Tenant to secure building top signage, subject to obtaining Hacienda Business Park Owners Association approvals, and any other required approvals from the City of Pleasanton or other authorities governing such matters. Any costs of signage shall be paid for by Tenant. Landlord, at Landlord's cost, shall provide Tenant with building standard signage in the (1) main lobby directory, (2) Tenant's floor directory, and (3) to identify Tenant's suite.

25. GENERAL PROVISIONS.

A. The waiver by Landlord of any breach of any provision shall not be deemed to be a waiver of any subsequent breach of the same or any other provision. The acceptance of rent (including holdover rent) shall not be a waiver of any breach by Tenant of this Lease.

B. The terms of this Lease shall apply to and bind the heirs, successors, executors, administrators, and assigns (or, as to Tenant, permitted assigns) of the Parties. All persons signing this Lease as Tenant shall be jointly and severally liable hereunder.

C. Time is of the essence of this Lease.

D. This Lease, including all Exhibits, fully covers every agreement between the Parties concerning the subject matter hereof and all such agreements are merged herein. If any provision of this Lease (other than payment of Base Rent) is held by a court to be unenforceable, the remainder of the provisions hereof shall not be affected or invalidated.

E. This is a negotiated agreement between the Parties and shall not be construed against any Party as a result of its attorney having drafted this Lease. Both Parties had the opportunity to have their respective attorneys review this Lease and fully understand the terms of this Lease.

F. Except as otherwise expressly provided in this Lease, whenever any provision hereof requires the consent, approval, designation, direction or judgment of Landlord, such consent, approval, designation, direction or judgment will not be effective unless in writing and may be granted, withheld or conditioned in Landlord's sole and absolute discretion.

G. In this Lease: "it" means he, she or it, as applicable; "including" and "includes" mean including or includes, respectively, without limitation; and "herein" and "hereunder" mean anywhere within this Lease.

H. If either Party is delayed in performing an obligation by strikes, lockouts, unavoidable casualties, extraordinary weather, the act or omissions of the other Party or other Party's Representatives, or any cause (other than financial inability) beyond such Party's reasonable control (each, "Force Majeure") then the period for performing such obligation (other than payment of rent) will be extended by the length of such Force Majeure event.

I. All obligations of Tenant hereunder that are not fully performed as of the expiration or termination of this Lease (including, without limitation, the remeasurement-related obligations of Exhibit B) will survive such expiration or termination.

26. AUTHORITY. If Tenant is an Entity, each person signing this Lease on Tenant's behalf personally warrants that Tenant is duly authorized and existing, is qualified to do business in the State, has full right and authority to enter into this Lease and is bound by this Lease and that each person signing on Tenant's behalf was authorized to do so.

SIGNED as of the later of the dates set forth below the signatures below.

NOTICES TO:

LANDLORD:

SAN RAMON AMBULATORY CARE, LLC, A DELAWARE
LIMITED LIABILITY COMPANY

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

ADDITIONAL COPY OF NOTICES TO:

REAL ESTATE MANAGER:

[_____,
_____] _____
Name: _____
Address: _____

NOTICES TO:

TENANT:

THE FOUNDATION FOR CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT, A CALIFORNIA NON-
PROFIT CORPORATION

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

SCHEDULE 1

DESCRIPTION/FLOOR PLAN OF PREMISES

As Attached

EXHIBIT A

RULES AND REGULATIONS

1. The sash doors, sashes, windows, glass doors, lights, and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed, except as designated by Landlord. All doors opening onto public corridors shall be kept closed, except when in use for ingress and egress.
2. No sign, advertisement, or notice shall be inscribed, painted or fixed on or to any part of the outside or inside of the Building unless it is of such color, size and style, and in such a place upon or in the Building, as may be designated by Landlord. All signs on doors or window glass will be painted for Tenant by Landlord, but the cost of painting shall be paid by Tenant.
3. Electric wiring of any kind may be introduced and connected only as directed by Landlord and no boring nor cutting of wires will be allowed except with the consent of Landlord.
4. No additional lock or locks shall be placed by Tenant on any door in the Building unless consent of Landlord shall have first been obtained. Two (2) keys will be furnished by Landlord for each suite, and any additional keys required must be obtained from Landlord. Tenant shall be charged for additional keys at Landlord's cost. All keys shall be surrendered to Landlord upon termination of the tenancy. Tenant will not change any of its locks without first notifying Landlord in writing of such change.
5. Tenant shall not employ any person or persons other than the janitor of Landlord for the purposes of cleaning the Premises without the consent of Landlord. Landlord shall in no way be responsible to Tenant for any loss of property from the Premises, however occurring, or for any damage done to the effects of Tenant by the janitor or any other of Landlord's Representatives, or by any other person. Janitorial service will not include the cleaning of carpets and rugs.
6. All freight must be moved into, within and out of the Building only under the supervision of Landlord, and according to such regulations as may be posted in the office (the "Office") of the manager on duty for the Building (the "Manager"), but Landlord will not be responsible for loss or damage to such freight from any cause.
7. Tenant's requirements will be accommodated only upon application at the Office. Landlord's employees shall not perform any work nor do anything outside of their regular duties unless under special instructions from the Manager, and no employee shall admit any person (tenant or otherwise) to any other office without instructions from the Manager.
8. Landlord reserves the right to change the name of the Building and, from time to time, make such alterations and repairs as deemed advisable by Landlord to the exterior of the Building and to the Common Areas (including the lobby and other public areas) of the Building.

9. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweeping, rubbish, rags or other substances may be thrown therein. All damages resulting from any misuse of the fixtures by any Tenant Party shall be borne by Tenant.
10. Tenant shall not mark, paint, drill into, or in any way deface any part of the Premises or the Building. No boring, cutting or stringing of wires or laying of linoleum or other similar floor coverings shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. Tenant may hang pictures and plaques in the Premises.
11. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate the Premises.
12. The Premises shall not be used for the storage of merchandise except as such storage may be incidental to the use of the Premises for medical practice purposes.
13. Neither Tenant nor any Tenant Party may bring or keep upon the Premises any inflammable, combustible or explosive fluid, chemical or substance, other than chemicals necessary for the practice of medicine and that otherwise comply with the Lease.
14. Canvassing, soliciting and peddling in the Building are prohibited and Tenant shall cooperate to prevent the same.
15. At any time while a watchman is in charge of the Building, any person entering or leaving the Building may be questioned by him as to such person's business in the Building; and anyone not satisfying the watchman of his/her right to enter the Building may be removed by the watchman.
16. Tenant agrees not to engage in the referral practice of radiology, imaging and scanning, clinical laboratory, physical therapy, occupational therapy or radiation therapy on the Premises, except, however, that Tenant may engage in such practices strictly and solely for use by Tenant and Tenant's own patients. Tenant agrees not to dispense any drugs for remuneration, but this shall not be deemed to prevent Tenant, if authorized under applicable law to do so, from lawfully administering drugs and medicine to Tenant's own private patients. Tenant agrees not to operate a public clinic of any kind or character on the Premises.
17. Tenant shall not: (a) use or permit any use or activity on the Premises that would increase the cost, violate or cause the cancellation of any insurance upon the Building; (b) commit or suffer upon the Premises any waste, any public or private nuisance or any act or thing which may disturb the quiet enjoyment of any other tenant in the Building; (c) allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, keeping, storing or selling intoxicating liquors, any kind of eating house, sleeping purposes, washing clothes, or cooking therein (except that the preparation of coffee, tea, hot chocolate and similar items for Tenant and its Representatives shall be permitted), and nothing shall be prepared, manufactured or mixed in the Premises that might

emit an odor in the corridors of the Building; (d) use any apparatus, machinery or devices in or about the Premises that make any noise, cause any vibration or increase the amount of electricity, water or compressed air consumed at the Premises; (e) connect with electric wires, water or air pipes any apparatus, machinery or device without the consent of Landlord; or (f) violate the terms of any agreements or restrictions to which the Building is subject, regardless of whether such agreements or restrictions are now in existence or hereafter entered into and regardless of whether such agreements and restrictions are recorded.

18. Landlord reserves the right to make such other and further rules and regulations as in its judgment may from time to time be reasonably required or advisable for the safety and cleanliness of and for the preservation of good order in the Building and Premises therein and for such other purposes, as Landlord deems appropriate.

EXHIBIT B

TENANT IMPROVEMENTS

(As Is Delivery)

Tender of Possession: Tenant represents and warrants that it has examined the Premises and found them to be satisfactory. Landlord anticipates that it will tender possession of the Premises in their current condition to Tenant as soon as all of the following occur: (a) Tenant and Landlord mutually execute the Lease Agreement; (b) Tenant issues to Landlord the payment of both the prepaid rent (5th month's rent) due under this Lease, and the Security Deposit due under this Lease; and (c) Tenant issues to Landlord a Certificate of Insurance for the insurance coverages required under the Lease, and names Landlord as an additional insured. The "Rent Commencement Date" will be February 1, 2020 "120 days after Tenant's Occupancy Date".

Accordingly, other than delivering the Premises to Tenant in its current warm shell condition, Landlord will perform no Tenant Improvements with respect to the Premises, and Tenant will accept the Premises in their condition AS-IS, WHERE IS and WITH ALL FAULTS as of the date of this Lease. TENANT ACKNOWLEDGES THAT (1) NEITHER LANDLORD NOR ANY LANDLORD REPRESENTATIVE HAS MADE ANY WARRANTY, REPRESENTATION, COVENANT, OR AGREEMENT WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PREMISES, (2) NO REPRESENTATIONS AS TO THE REPAIR OF THE PREMISES, NOR PROMISES TO ALTER, REMODEL OR IMPROVE THE PREMISES HAVE BEEN MADE BY LANDLORD OR ANY LANDLORD REPRESENTATIVE, AND (3) THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, THAT EXTEND BEYOND THE DESCRIPTION OF THE PREMISES. In no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking or retention, as applicable, of possession of the Premises shall be conclusive evidence that Tenant has fully accepted the Premises and that the Premises were in good condition at the time possession was taken.

At any time during the Term, Landlord may cause the Premises to be re-measured in accordance with ANSI/BOMA Standard Z65.1-2010 ("BOMA"). Upon the certification of the results of such re-measurement to Landlord, the Base Rent and Allowance will be equitably adjusted on a per-square-foot basis to reflect the difference between such re-measured amount and the amount set forth in Basic Term (2) and Tenant or Landlord, as applicable, must pay or refund to the other party any resulting net under- or over-payment during the Term preceding such re-measurement. Absent manifest error, the determination of Landlord's measuring company will be final and not subject to appeal or contest by Tenant as to its measurement of the area of the Premises.

EXHIBIT B

CONSTRUCTION OF TENANT IMPROVEMENTS (Tenant Not Currently in Occupancy, Tenant To Renovate)

Tenant has agreed to construct Tenant Improvements with respect to the Leased Premises. Such Tenant Improvements are described on Exhibit B-1 and the following terms and conditions shall govern:

1. **Rent Commencement Date.** The Term shall begin October 1, 2019 (Lease Commencement Date), and rent shall commence on February 1, 2020, the date that is one hundred twenty (120) days after the Lease Commencement Date (the "Rent Commencement Date"). Tenant may occupy the Premises when Tenant receives written notice that construction of the Tenant Improvements has been substantially completed in accordance with the approved Final Plans and that, if required by Applicable Law, the City or County, as applicable, has issued a certificate of occupancy, temporary certificate of occupancy or other occupancy permit that authorizes the opening of the Premises for business to the public (as applicable, the "Occupancy Permit"). Notwithstanding the foregoing, if possession of the Premises is not delivered by Landlord to Tenant within 30 days after the later of (a) the Effective Date set forth in this Lease Agreement, and (b) the satisfaction of the requirements under Tender of Possession as set forth in this Exhibit B, then either Party may terminate this Lease without further liability by written notice delivered to the other any time prior to the delivery of possession of the Premises to Tenant.

2. **Tenant Improvements.**

- a. **Tenant Improvements.** Tenant agrees to carry out the Tenant Improvements in accordance with the Final Plans in a first class and workmanlike manner. Tenant shall be responsible to hire a qualified, state licensed architectural firm to create its space plan and construction drawings. Landlord has approved ID Architecture as Architect. Any other Architect shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible to hire a qualified, licensed (and in good standing) general contractor to perform the Tenant Improvements. Landlord has approved Envision Construction and Design, Inc., and also WCI GC. Any other general contractor shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed.
- b. **Final Plans.** Tenant shall submit to Landlord for its review and approval, which approval shall not be unreasonably withheld, final working drawings and/or specifications (the "Final Plans") for the Tenant Improvements. Landlord shall either approve or disapprove the Final Plans within 10 days after receipt thereof. If Landlord disapproves the Final Plans, Landlord shall specify in reasonable detail the reasons therefor and, Tenant shall revise and resubmit the Final Plans accordingly. This process shall continue until Landlord approves the plans. If Landlord does not disapprove the Final Plans within such 10-day period, as evidenced by written notice to Tenant, Landlord shall be deemed to have

approved the Final Plans. The Tenant Improvements shall be performed substantially in accordance with the Final Plans and in a good and workmanlike manner.

c. **Governmental Approvals.** Tenant shall be responsible for obtaining approval of the Final Plans by any applicable local permitting Authorities and for obtaining any necessary locally issued licenses and permits in connection with the Tenant Improvements, including temporary and permanent Certificates of Occupancy for the premises. Landlord shall reasonably cooperate with Tenant in obtaining such approvals and permits. In no event will Landlord be required to obtain any approvals, licenses or permits (collectively, “Specialty Permits”) that are required because of Tenant’s particular use of the Premises.

d. **Improvement Cost Responsibility.** Tenant shall be solely responsible for all costs and expenses incurred in performing the tenant improvements to the Premises.

e. **Notice of Non Responsibility and Adequate Insurance Coverage.** (1) Tenant shall not proceed with improvement work on the Premises until Tenant provides Landlord with 5 business days written notice from Tenant of its intention to commence work, so that Landlord may post adequate notices of non-responsibility on the Premises and Building notifying contractors and vendors to declare that Landlord is not responsible for any claim arising out of the tenant improvements being constructed on the property.

(2) Regardless of general contractor selected, Tenant’s selected general contractor must provide Landlord in writing with evidence of adequate liability insurance, and workers compensation coverages before beginning any work in the Building or on the Premises.

f. **Quality Control.**

(1) Tenant or Tenant’s general contractor shall be responsible to construct the improvements and oversee the process. Tenant shall forward to Landlord, as requested by Landlord, any plans and specifications, working drawings, shop drawings, elevations, material samples and other information relevant to the planning of the Tenant Improvements. In the event of changes to the approved Final Plans, Tenant shall submit any changes to Landlord for Landlord’s approval. Final approval authority shall rest with Landlord, who shall not unreasonably withhold approval.

(2) In addition to Landlord’s quality inspection, Tenant, or Tenant’s general contractor will provide construction surveillance and quality assurance inspection of all phases of the work.

(3) Tenant shall schedule and conduct pre-final and final inspections and, in conjunction with Landlord, develop punch lists and obtain their completion.

(4) Tenant shall arrange for and conduct required regulatory inspections and provide “as built” drawings for any improvements constructed hereunder, and shall provide a copy

of all “as-built” drawings to Landlord upon request electronically in both Auto-CAD and PDF versions.

g. **Inspection by Landlord.**

(1) Landlord and Landlord’s Representatives shall at all times have free access to the Premises for inspection purposes so long as the same does not interfere with the performance of Tenant's work; provided, however, all inspections are performed in a safe manner. In addition, if the Final Plans or any applicable Authority requires any of the Tenant Improvements to be inspected, tested or approved, Tenant shall give Landlord timely notice of its readiness and of the date arranged so that Landlord may observe such inspection, testing or approval.

(2) If Landlord wishes to observe the inspections, tests or approvals required hereby, it must do so on the dates scheduled by Tenant therefor or if a date conflict arises, the parties will agree to reasonably adjust the timing or dates.

h. **Completion.**

(1) Tenant shall complete the construction of the Tenant Improvements with reasonable diligence after obtaining any necessary building permits. The term “completion” or words of similar import as used with reference to the Tenant Improvements are hereby defined as the substantial completion of the construction of the Tenant Improvements in accordance with the approved Final Plans so that Tenant can lawfully occupy and use the Premises for the purpose for which they are intended, subject to mutually agreed upon punch list items, and, if required, the City or County, as applicable, has made a final field inspection and has issued the Occupancy Permit for the Premises.

(2) Tenant shall use commercially reasonable efforts to complete the Tenant Improvements by September 30, 2019 (hereinafter “Estimated Completion Date”). If the Tenant Improvements are not completed by the Estimated Completion Date, this Lease shall not be rendered invalid, nor shall the Lease Commencement Date, or Rent Commencement Date be adjusted, but rather Tenant shall complete same as soon thereafter as practical and Landlord shall not be liable to Tenant for damages in any respect whatsoever.

i. **Ownership of Suite Improvements.** All Suite Improvements whether installed by Landlord or Tenant, shall become a part of the Premises, shall be the property of Landlord and, shall be surrendered by Tenant with the Premises, without any compensation to Tenant, at the expiration or termination of the Lease.

- j. **Warranty re Improvements.** Except for any matters identified on a punch list delivered to Landlord prior to the commencement of any occupancy of or work within the Premises and agreed to be corrected by Landlord, Tenant will be deemed to have accepted the Premises, including all patent defects therein, upon its taking of possession thereof. Tenant will assign to Landlord all warranties received by Tenant on Tenant Improvements or equipment installed in the Leased Premises that is not to be maintained by Tenant. Tenant hereby reassigns said warranties to Landlord as of the expiration or earlier termination of this Lease. Tenant hereby waives and disclaims any and all other warranties, whether oral or written, express, implied, statutory or otherwise, with respect to the Premises or the condition thereof.
- k. **Re-measurement.** At any time during the Term, including but not limited to after the performance of any Tenant Improvements resulting in a change in the size or location of any demising walls or any other change relevant under ANSI/BOMI Standard Z65.1-2010 (“BOMA”), Landlord may cause the Premises to be re-measured in accordance with BOMA. Upon the certification of the results of such re-measurement to Landlord, the Base Rent and Allowance will be equitably adjusted on a per-square-foot basis to reflect the difference between such re-measured amount and the amount set forth in Basic Term (2) and Tenant or Landlord, as applicable, must pay or refund to the other party any resulting net under- or over-payment during the Term preceding such re-measurement. Absent manifest error, the determination of Landlord’s measuring company will be final and not subject to appeal or contest by Tenant as to its measurement of the area of the Premises.

EXHIBIT B-1

TENANT IMPROVEMENTS

Tenant will perform only the following work within the Premises (collectively, the “Tenant Improvements”):

[describe work to be performed]

EXHIBIT C

Note: Tenant is insured by a Joint Powers Authority (JPA) Insurance cooperative of several California Community College Districts and not a commercial insurance policy. The manager of the JPA is currently reviewing the insurance provisions for compliance with the lease requirements and the current provisions of the JPA insurance, we are awaiting response.

INSURANCE

(a) Tenant must maintain at all times from and after the delivery of possession of the Premises to Tenant, at Tenant's sole cost and expense and as the named insured, the following insurance:

(i) occurrence-based Commercial General Liability insurance (written on the then-current ISO form bearing that name (or the industry-recognized successor to that form), or a form providing broader coverage) covering the Premises and Tenant's and each Tenant Party's activities within the Building and Common Areas, with combined single limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate; \$2,000,000.00 products-completed operations aggregate; and \$1,000,000.00 personal and advertising injury. Such policy must include an endorsement that includes contractual liability coverage for personal and advertising injury. Such policy shall also specifically insure Tenant's indemnity obligations under this Lease:

(ii) Causes of Loss-Special Form Building and Personal Property insurance (written on the then-current ISO forms bearing those names (or the industry-recognized successors to those forms), or forms providing broader coverage), together with, if required by Landlord endorsements (or separate policies) to provide coverage for (A) Ordinance or Law, (B) war risks, when and to the extent such insurance is obtainable from the United States of America or an agency thereof, and terrorism coverage, (C) flood, (D) earthquake and volcanic eruption risk, (E) demolition and increased cost of construction coverage, (F) if applicable, sprinkler leakage insurance, and (G) Utility Service—Direct Damage, all of which insurance policies and endorsements must cover the full replacement cost of all Tenant personal property and all Alterations to the Premises now existing or to be added (and regardless of whether such Alterations were partially or wholly paid for through the Allowance), without lower sublimits for any required element of coverage or endorsement, as updated from time to time during the Term; and

(iii) during the construction of any alterations by Tenant, such coverage as Landlord may reasonably require in connection with such construction; and

(iv) upon Landlord's request, any other coverages that become customary under new leases of comparable premises.

(b) All insurance coverage maintained by Tenant may be subject to reasonable deductible amounts that are approved by Landlord. Tenant shall pay all premiums for the insurance coverage that Tenant is required to procure and maintain under this Lease. Any insurance that Tenant is required to obtain pursuant to this Lease may be carried under a "blanket" policy or policies covering other properties or

liabilities of Tenant, provided that such “blanket” policy or policies otherwise comply with the provisions of this Exhibit C and further provided the policy includes a per location aggregate endorsement.

(c) Unless otherwise acceptable to Landlord, each insurance policy: (i) shall be issued by an insurer authorized under applicable legal requirements to issue the coverage provided by the policy; (ii) shall be issued by an insurer rated not less than A/X by the A.M. Best Rating Guide; (iii) as to all insurance other than the insurance required by Section (a)(ii), shall name Landlord and, if required by Landlord, any ground lessor, mortgagee or other lienholder for the Building (each, a “Lienholder”), any property manager and any person designated by Landlord or as may be required under any encumbrance as additional insured parties and, for applicable policies, as loss payees, as their respective interests may appear, including coverage of the Representatives of each additional insured, and shall be primary coverage and not excess or contributing to any other insurance that may be available to the additional insured; (iv) as to the insurance required by Section (a)(ii), shall contain standard non-contributory mortgagee clauses in favor of any Lienholder; (v) shall provide that the policy cannot be canceled as to Landlord or any Lienholder except after the insurer gives Landlord and any Lienholder thirty (30) days written notice of cancellation; (vi) shall provide that the policy cannot lapse if it is not renewed for any reason except after the insurer gives Landlord and any Lienholder thirty (30) days written notice of the non-renewal; (vii) shall provide that no material change in the coverage provided by the policy shall be effective except after the insurer gives Landlord and any Lienholder thirty (30) days written notice of the change; (viii) shall state that notice of any claim against Landlord or any Lienholder shall be deemed to have occurred only when an officer of Landlord or such Lienholder has received actual notice of, and has actual knowledge of, the claim; (ix) shall not be subject to invalidation as to Landlord or any Lienholder by reason of any act or omission of Tenant or any of Tenant’s officers, employees or agents; (x) shall provide that any losses payable thereunder shall be adjusted with Tenant, Landlord and any Lienholder; (xi) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if any insured waives in writing prior to a loss any or all rights of recovery against any party for loss occurring to property covered by that policy, and a provision whereby the insurer itself waives any claims by way of subrogation against Landlord and any Lienholder; and (x) shall be on an occurrence (and not a claims-made) basis. The minimum limits for the various insurance coverages provided for in Section (a) are subject to adjustment to a higher amount as Landlord may reasonably require from time to time, taking into account amounts commonly carried with respect to comparable properties in the State; provided that as a condition of increasing any such limits, Landlord must increase the limits of the corresponding insurance coverages carried or required to be carried by it to at least the same limits.

(d) At Landlord’s request, Tenant shall deliver a duplicate original policy to Landlord and any Lienholder, together with evidence satisfactory to Landlord and such Lienholder that the premiums therefor have been paid for a period of at least six (6) months from the date of delivery.

(e) In the event Tenant fails to procure or maintain the insurance required herein, then Landlord shall have the right, but not the obligation, to obtain such insurance on Tenant’s behalf, in which event Tenant shall reimburse Landlord on demand for all costs and expenses incurred by Landlord in obtaining such insurance.

EXHIBIT D

RENEWAL OPTION

Tenant is granted the option to extend the term of this Lease for two (2) consecutive extended terms of five (5) years, provided (A) Tenant is not in default beyond applicable cure periods at the time of exercise of the option or at the time that the extended term commences, (B) Tenant shall not have assigned this Lease, except in accordance with Section 17, and (C) Tenant gives written notice of its exercise of the option at least 180 days prior to the expiration of the original term, or second option term as the case may be. The extension terms shall be upon the same terms, conditions and rentals, except Tenant shall have no further right of renewal after the second extension term prescribed above, and the monthly Base Rent applicable during the extension terms shall be 100% of the then current Market Rental Rate for the Premises. The term "**Market Rental Rate**" shall mean that rate (net of any improvements allowance or other tenant inducements now being granted to Tenant), which is prevailing for comparable space and comparable office buildings located in Alameda County, California, taking into consideration the location, quality and age of the buildings, floor level, extent of leasehold improvements (existing and to be provided), rent abatements, and other concessions, term of lease, extent of services to be provided, base year or other amounts allowed for expense escalation purposes, the time the particular rental rate under consideration became effective, the size of the Premises, the length of the extension term, the creditworthiness of Tenant and all other relevant terms and conditions. The Market Rental Rate shall be determined or re-determined by Landlord initially. If Tenant does not believe such increase accurately reflects a Market Rental Rate, then upon written notice to the Landlord, which notice must be provided to Landlord within 10 days of Tenant's receipt of the Landlord's notice of the Market Rental Rate, the Tenant may require a determination of the Market Rental Rate (to be performed in accordance with the terms set forth below), or Tenant may elect to withdraw its exercise of option to extend, in which case this Lease shall terminate at the end of the initial Term according to its terms. The annual Base Rent payment will increase in accordance with Market Rental Rate increases as agreed upon by the parties or as determined by MAI appraiser. Until completion of such appraisal process, Tenant shall pay annual Base Rent at a 120% rental increase over prior years' rent, and any overage or shortfall thereafter shall be credited or paid, as the case may be, concurrent with the first installment of Base Rent due following determination of the Market Rental Rate. For purposes of this Schedule, the Market Rental Rate shall be determined by an MAI appraiser, selected by Tenant. The costs associated with such appraisal shall be Tenant's responsibility. If within 10 business days after receipt of Tenant's appraisal, Landlord disagrees with Tenant's appraisal, then Landlord shall, at Landlord's expense, engage its own qualified MAI appraiser, who shall determine the Market Rental Rate. If the Market Rental Rates determined by such appraisers are within 10% of one another, using the lower value as the base amount, then the Market Rental Rate shall be the average of the 2 appraisals. If the difference between the 2 appraisals is more than 10%, of one another, using the lower value as the base amount, then the 2 appraisers shall choose a third qualified MAI appraiser who shall choose one (1) of the values determined by the 2 other MAI appraisers as the Appraised Value. If 2 or more MAI appraisers are utilized, each party shall pay the costs associated with the MAI appraiser selected by such party, and the parties shall share equally the costs associated with a third MAI appraiser, if necessary. As used herein, "qualified appraiser" shall mean an independent MAI appraiser not affiliated with either Landlord or Tenant and having at least 10 years' experience appraising office buildings in the Alameda County, California area.

EXHIBIT E

RIGHT OF FIRST REFUSAL

First Refusal Space - In the event that any of the space located on the 4th floor of the Building become “available for lease to third parties” (as defined below) during the Term (any such space is herein referred to as the “First Refusal Space”), Tenant shall have a right of first refusal (“Right of First Refusal”) to lease such First Refusal Space subject to, and in accordance with, the terms and conditions set forth herein. Space shall be “available for lease to third parties” if, after the date of this Lease (and, in the case of any presently unleased space in the Building, after the initial leasing of such space), (a) Landlord is free to lease such space to the general public, unencumbered by any renewal rights, expansion rights, rights of first offer or other similar rights existing at the time of mutual execution and delivery of this Lease in favor of other tenants in the Building, and (b) Landlord intends to market the space to the general public (i.e., the space will not be occupied by Landlord, its affiliates or successors, or by an existing tenant of the space, whether or not the renewal of the existing tenant is pursuant to an express written provision in such tenant’s lease and without regard to whether such renewal is characterized by the parties thereto as a “renewal” or as a “new lease”) (all of the foregoing are herein referred to as “Superior Rights”).

First Refusal Notice - Prior to leasing any First Refusal Space to a third party, Landlord shall give Tenant written Notice (the “First Refusal Notice”) setting forth the material terms upon which Landlord is willing to lease the applicable First Refusal Space to Tenant, including (i) a written proposal of the Base Rent for such First Refusal Space, which shall be based on Landlord’s good faith determination of the then-prevailing market rate for the First Refusal Space, (ii) the tenant improvements, if any, Landlord proposes to install, and/or any tenant improvement allowance that Landlord proposes to pay, (iii) the anticipated date upon which possession of such First Refusal Space will be available (the “Anticipated Delivery Date”), and (iv) any other material conditions or provisions relating to the leasing of such First Refusal Space that vary from the provisions of this Lease. A First Refusal Notice may be conditioned on the failure of a holder of Superior Rights to lease all or any portion of such space.

Procedure for Acceptance - Tenant may, not later than seven (7) business days after Landlord delivers the First Refusal Notice to Tenant (the “Election Date”), at its option, deliver a written Notice to Landlord electing to lease the applicable First Refusal Space upon the terms set forth in the First Refusal Notice (“Tenant’s Election Notice”). In addition, if Tenant wishes to lease the First Refusal Space on terms other than those specified in the First Refusal Notice, Tenant may, on or before the Election Date, provide Landlord with a notice (“Tenant’s Offering Notice”) specifying the terms upon which Tenant is willing to lease the First Refusal Space. Tenant may exercise its Right of First Refusal only with respect to all of the First Refusal Space identified in the First Refusal Notice.

Tenant’s Offering Notice; Other Terms and Conditions - If Tenant does not deliver Tenant’s Election Notice on or before the Election Date, then Tenant shall have no further right to lease the First Refusal Space identified in the First Refusal Notice until after Landlord leases such First Refusal Space to a third party (the rights of whom shall then constitute a “Superior Right” for purposes of this section) and such First Refusal Space again becomes available for lease to Tenant in accordance with, and subject to, the terms and conditions set forth in this section; provided, however, that if Tenant delivers to Landlord Tenant’s Offering Notice as provided above, then Landlord may either (i) lease the First Refusal Space to a third party on any terms and conditions Landlord may deem appropriate, provided that such terms are not materially more favorable to such person than the terms and conditions set forth in Tenant’s Offering Notice, or (ii) elect, by Notice to Tenant, to lease the First Refusal Space to Tenant on the terms and conditions set forth in Tenant’s Offering Notice; provided, however, that, at any time before such election

by Landlord, Tenant may revoke Tenant's Offering Notice, in which event Landlord may lease the First Refusal Space to any person on any terms and conditions Landlord may deem appropriate. If Landlord desires to lease the First Refusal Space on terms materially more favorable than were set forth in Tenant's Offering Notice, Landlord shall again comply with the terms of this section with respect to such First Refusal Space.

If Tenant delivers a Tenant's Election Notice prior to the Election Date or, if applicable, Landlord elects to lease any First Refusal Space to Tenant on the terms and conditions set forth in Tenant's Offering Notice, Landlord shall prepare and Tenant shall promptly execute an amendment to this Lease (each, a "First Refusal Amendment") (i) to add the applicable First Refusal Space to the Premises upon the terms specified in the First Refusal Notice or Tenant's Offering Notice, as the case may be, and otherwise on the terms and conditions set forth herein, and (ii) to modify the applicable provisions of this Lease, including items in the Basic Lease Provisions, such as Tenant's Share and the Floor Area of the Premises.

Conditions of Exercise - Notwithstanding any provision of this section to the contrary, if Tenant is in a monetary or material non-monetary Event of Default under any of the terms, covenants or conditions of this Lease either at the time a First Refusal Notice would otherwise be required to be sent under this section, or any other time following Tenant's exercise of its right to lease the First Refusal Space and prior to the date upon which possession of the First Refusal Space is to be delivered to Tenant, Landlord shall have, in addition to all of Landlord's other rights and remedies provided in this Lease, the right to terminate Tenant's rights under this section, and in such event Landlord shall not be required to deliver the First Refusal Notice or to deliver possession of the First Refusal Space to Tenant. If not earlier terminated, the rights of Tenant pursuant to this section shall automatically terminate upon the Expiration Date (as the same may be extended hereunder). Nothing contained in this section shall be deemed to impose any obligation on Landlord to refrain from negotiating with the existing tenant of any First Refusal Space, to withhold any First Refusal Space from the market, or to take any other action or omit to take any other action in order to make any First Refusal Space available to Tenant.

Rights Personal to Tenant - Tenant's right to lease the First Refusal Space pursuant to this section is personal to, and may be exercised only by, the Original Tenant or any Permitted Assignee, and only if the Original Tenant or a Permitted Transferee continues to occupy the entirety of the Premises (as the same may be expanded) at the time of such exercise. No assignee (other than a Permitted Assignee) or subtenant shall have any right to lease the First Refusal Space pursuant to this section.