

COMMERCIAL LEASE

DATED: February 1, 2020 (the "Effective Date")

PARTIES: Yamhill County, a political subdivision of the (Landlord)
State of Oregon, acting by and through its Health
and Human Services Department
638 Northeast Davis Street
McMinnville, OR 97128

and

Genoa Healthcare, LLC (Tenant)
a Pennsylvania limited liability company
707 S. Grady Way
Suite 700
Renton, WA 98057

Landlord leases to Tenant and Tenant leases from Landlord the Premises described below on the terms and conditions stated below:

1. **The Premises.** The Premises contains approximately 352 square feet of space (the "Premises") in Suite P in the building (the "Building") located at 627 Northeast Evans Street, McMinnville, OR 97128 as more fully shown on the site plan ("Site Plan") attached hereto as Exhibit A. The property on which the Building is situated is referred to herein as the "Land". Landlord grants to Tenant access to and use of the common areas ("Common Areas") in the Building and on the Land.

2. **Use of the Premises.** Tenant may use the Premises only for the purpose of providing the Contractor Services (the "Permitted Use"), as that term is defined in that certain Professional Services Agreement, of even date herewith, between Landlord and Tenant (the "PSA"). To the best of Landlord's knowledge, Landlord represents and warrants that the Premises are in compliance with all applicable laws, regulations, rules and ordinances governing the Premises.

3. **Occupancy.**

3.1. **Original Term.** The term of the Lease shall be three (3) years commencing on the Effective Date (the "Initial Term") and shall be coterminous with the term of the PSA, unless earlier terminated as provided in Section 3.2 below. Unless terminated in accordance hereof, this Lease shall automatically renew for additional two (2) two year terms (each additional two year term a "Renewal Term", and collectively with the Initial Term, the "Term") under the same terms and conditions set forth herein except that Rent shall be determined pursuant to subsection 4.2 below. Notwithstanding the foregoing, in no event shall this Lease be extended for a period to constitute a conveyance or subject the parties to transfer tax, the parties agreeing that this Lease shall terminate automatically prior to such time.

3.2. Termination. Either Party may terminate this Lease at any time during the Term, upon one hundred twenty (120) days prior written notice to the other Party; provided however, if this Lease is terminated by either Party within the Initial Term, the Parties shall not enter into any replacement lease or similar lease or arrangement at the Building until after the one year anniversary of date the Lease was executed.

3.3. Possession. Tenant's right to possession shall commence on the Effective Date. If Landlord is not able to give Tenant possession of the Premises within thirty (30) calendar days of the Effective Date, Tenant may rescind the Lease by notice in writing to Landlord given at any time thereafter before the date on which possession is tendered by Landlord.

4. Rent.

4.1. Rent. Commencing on the Rent Commencement Date (defined below), during the Initial Term, Tenant shall pay to Landlord, in advance, on or before the first day of each month, as rent the sum of \$686.40 per month, at the rate of \$23.40 per square foot a year (the "Rent"). Rent is based upon arm's length negotiation between the Parties and Tenant's assessment of fair market value for similar properties in the market in which the Premises is located. The Rent Commencement Date means the date on which Tenant has obtained the required permits, licenses, and approvals to perform the Contractor Services and has accepted possession of the Premises from Landlord. Rent shall be pro-rated for any portion of a month in the event the Rent Commencement Date or the date the Term expires or is earlier terminated is on a date other than the first or last day of a month. Rent shall be paid to Landlord at the address set forth in Section 20.4 below. Tenant shall also pay as additional rent any other payments as required of Tenant pursuant to the provisions of the Lease ("Additional Rent").

4.2. Rent Adjustment for Renewal Terms. The Rent for each Renewal Term shall be determined as follows: The monthly Rent in effect for the preceding Term shall be increased by the annual cumulative percentage increase, if any, from the Base Period, in the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-84=100) ("CPI") as published by the United States Department of Labor's Bureau of Labor Statistics. The "Base Period" shall be the Effective Date of this Agreement for the first Renewal Term and the commencement date of the preceding Renewal Term for each subsequent Renewal Term. Should the aforementioned index be discontinued, a successor index shall be substituted.

4.3. Late Charge. If Tenant fails to pay Rent or Additional Rent within ten (10) days of the date it is due, Tenant shall immediately pay Landlord a late fee in the amount of five percent (5%) of the monthly Rent or Additional Rent amount then in effect to reimburse Landlord for the cost of collecting the overdue payment.

5. Compliance with Law.

5.1. General Regulatory Compliance. Landlord and Tenant shall comply with all applicable state and federal laws. Specifically, Landlord and Tenant intend that this Agreement comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and satisfy the requirements of the Space Rental Safe Harbor to the federal Anti-Kickback Statute codified at 42 C.F.R. § 1001.952(b). Tenant shall comply with all applicable laws, regulations, rules, orders,

ordinances and requirements of any public authority affecting the Premises and the Permitted Use and shall correct, at Tenant's sole expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use of the Premises. Without limiting the generality of the foregoing, Tenant shall comply with the Americans with Disabilities Act as it applies to the Premises and the Permitted Use. Tenant agrees to comply with any reasonable rules respecting use of the Premises promulgated by Landlord from time to time and communicated to Tenant in writing.

5.2. Fair Market Value. The Parties agree that the Rent is consistent with the fair market value of the Premises being leased, including the value of such services and maintenance as required to be provided to the Premises by Landlord pursuant to the terms of this Lease, and that the Rent is not based, in whole or in part, on any current or expected value or volume of business generated by or between the Parties. The Parties agree that this Lease in no way requires, and in no way is contingent upon, the recommendation, referral, certification, purchase, lease, order, or any other form of arrangement for any good, facility, service, or item offered by Landlord or Tenant or any person or entity related to or affiliated with Landlord or Tenant.

6. Repairs and Maintenance.

6.1. Tenant's Obligations. Tenant shall keep the Premises neat, clean, and in a sanitary condition, subject to reasonable wear and tear, damage by condemnation, and Landlord's repair obligations hereunder. Tenant's responsibilities for maintenance shall extend to the inside surfaces of interior walls and ceilings and flooring, paint, cabinetry, and interior fixtures located within the Premises. Tenant agrees to pay reasonable charges (other than for normal wear and tear) for repairs or damages to the Premises, Common Areas, Building or Land caused by Tenant, its clients, employees, agents, contractors, subcontractors or guests.

6.2. Landlord's Obligations. Landlord represents and warrants that the Premises are in good repair without any material defects as of the Effective Date. Landlord shall be responsible, at Landlord's sole expense, for all areas outside the Premises, and shall maintain the Building in which the Premises are located, the Common Areas, and the Land in a safe and sound, neat, clean, and sanitary condition. Landlord agrees to provide and maintain the plumbing, electrical, heating, air conditioning and ventilation systems serving the Premises in accordance with USP guidelines for safe drug storages. Landlord further agrees to maintain the Building and the structure, walls, roof, windows, and exterior of the Building, the Common Areas, and the Land. In performing any repairs, replacements, alterations, or other work, Landlord shall use reasonable best efforts so as to not cause unreasonable interference with use of the Premises by Tenant.

6.3. Reimbursement for Repairs Assumed. If either Party fails to make any required repairs, the other Party may make the repairs and charge the actual costs of repairs to the first Party. Such expenditures by Landlord shall be reimbursed by Tenant with Tenant's next monthly payment of Rent. Such expenditures by Tenant may be deducted from Rent or collected directly from Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither Party may perform repairs that are the obligation of the other Party unless the defaulting Party fails to initiate such repairs within thirty (30) days following written notice specifying the failure, and thereafter to diligently complete such repairs.

7. Alterations and Improvements.

7.1. Required Alterations. The improvements and alterations on Exhibit B shall be performed by, and at the sole cost of, the Tenant and shall be completed within the time stated thereon.

7.2. Additional Permitted Alterations. Tenant may only make alterations and improvements to the Premises with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. All alterations, improvements, or additions, including but not limited to signage, window coverings, or other attachments to interior or exterior walls, windows or to the roof, shall be constructed in a good and workmanlike manner and in compliance with all applicable governmental laws, ordinances, codes and regulations. Landlord shall cooperate, at no cost to Landlord, with Tenant in obtaining all required licenses, permits, and approvals. All improvements and alterations performed or installed on the Premises by either Landlord or Tenant, other than Tenant's trade fixtures, shall be the property of Landlord when installed unless Exhibit B specifically provides otherwise.

8. Utilities and Services.

8.1. Utilities to be Obtained by Tenant. Tenant shall make arrangements for the provision to the Premises of telephone service, fax line, computer service and data lines, hazardous waste disposal, and janitorial services (the "Tenant's Utilities"). Landlord shall cooperate as reasonably necessary with Tenant in the provision of such Tenant Utilities. Tenant shall directly pay for all of Tenant's Utilities supplied to the Premises, or if provided by Landlord, Tenant shall pay Landlord reasonable charges for such utilities and services as Additional Rent.

8.2. Utilities to be Provided by Landlord. Landlord represents and warrants that all utilities are readily available to the Premises through existing lines or equipment and access to the same through the Building, the Common Areas, and the Land shall remain throughout the Term and any Renewal Term of this Lease. Landlord shall be responsible to arrange for delivery of all utilities to the Premises and shall pay directly for all utilities, including but not limited to, electricity, heat, air conditioning, and water, other than the Tenant Utilities.

9. Taxes and Assessments. Tenant shall keep the Premises free from all liens, arising from any act or omission of Tenant or those claiming under Tenant. Tenant shall pay, prior to delinquency, all taxes on its personal property located on the Premises. Landlord shall pay, prior to delinquency, all real property taxes and assessments levied against the Premises, the Building, and the Land. Landlord is tax exempt and that real property taxes levied against the Premises (if any) would be Tenant's responsibility. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, the Building, and/or the Land other than taxes on the net income of Tenant.

10. Contingency of Professional Services Agreement and Lease. The Parties agree that execution of this Lease is contingent upon execution of the PSA, and it is the intent of the Parties that this Lease and the PSA be executed simultaneously. In the event the Parties cannot execute this Lease and the PSA simultaneously, then this Lease and the PSA shall be void and unenforceable, and the Parties shall be released from any and all liabilities and obligations

hereunder and thereunder, unless this Lease and the PSA are executed within two (2) days of the execution of the other.

11. Access.

11.1. By Tenant. Landlord shall provide Tenant with access to the Common Areas and Premises twenty (24) hours per day, seven (7) days per week. Landlord shall provide Tenant with a key and security card to permit such access. Tenant shall be permitted to install any security system Tenant deems necessary at Tenant's sole cost and expense. Tenant shall ensure Landlord access to the Premises at all times as required for emergency purposes.

11.2. By Landlord. Upon reasonable advance notice, not exceeding 1 working day, Tenant shall provide Landlord access to enter the Premises at reasonable times (only during Tenant's business hours) for the purpose of inspecting them, to determine the necessity of repair, showing them to prospective purchasers or lenders or, within three (3) months of the end of the Term, to lessees, and making necessary alterations, repairs, improvements, or additions to the Premises as required or allowed by the Lease. Any access by Landlord shall be given in a manner so as to not disturb Tenant's business or prevent Tenant from complying with the PSA between the Parties. Landlord shall be accompanied at all times while on the Premises by a representative of Tenant who is a licensed pharmacist. Landlord may immediately enter the Premises in an emergency so long as accompanied by police or members of the fire department. Without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, Landlord shall not have the right to enter the Premises when Tenant is not open for business except in the event of an emergency as above provided.

12. Insurance.

12.1. Tenant's Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Term a policy or policies of comprehensive general liability insurance in a responsible company with limits of not less than \$1,000,000 for injury to one person, \$3,000,000 for injury to two or more persons in one occurrence, and \$1,000,000 for damage to property per occurrence. The Tenant will also maintain property insurance appropriate to covering the Tenant's personal property and all tenant improvements and betterments. Certificates evidencing such insurance shall be furnished to Landlord before Tenant's occupancy of the Premises.

12.2. Landlord's Insurance. At all times during the Term, Landlord will maintain in force special form causes of loss insurance insuring the Building, Premises, and the Land for the full insurable value thereof with commercially reasonable deductibles. The Landlord will not be responsible for the Tenants personal property or tenant's improvements or betterments. All tenant improvements and betterments will become the property of the Landlord at the termination of the lease by either party. In addition, Landlord will maintain in force during the entire Term of this Lease commercial general liability insurance in commercially reasonable amounts and with such endorsements as may be necessary to cover Landlord for claims on account of the obligations assumed by Landlord under subsection 13.2.

12.3. Waiver of Subrogation. Neither Party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a

standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance company shall have a subrogated claim against the other Party hereto.

12.4. **Workers Comp Insurance** Tenant shall, at Tenants' expense, obtain Workers' Compensation Insurance in compliance with statutory requirements and keep coverage in effect during the entire Term of this Lease.

13. **Indemnity.**

13.1. **Tenant's Indemnity.** Subject to the waiver of subrogation set forth in Section 12.3, Tenant shall indemnify, defend and hold harmless Landlord from any liability, loss, cost, expense (excluding attorneys' fees), claim, action or cause of action of a third-party claim arising out of or related to Tenant's use and occupancy of the Premises, or any negligent activity of Tenant on the Premises. Tenant shall not have any liability for special, incidental or consequential damages under this Lease.

13.2. **Landlord's Indemnity.** Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, and subject to the waiver of subrogation set forth in Section 12.3, Landlord shall indemnify, defend and hold harmless Tenant from any liability, loss, cost, expense, including, but not limited to, reasonable attorneys' fees, claim, action or cause of action of a third party claim arising out of or related to any breach or failure to perform by Landlord under this Lease or any negligent act or willful misconduct by Landlord. Landlord shall not have any liability for special, incidental or consequential damages under this Lease.

14. **Damage or Destruction of Premises.**

14.1. **Partial Damage—Insured.** If the Building and/or the Premises is/are Partially Damaged (as defined below) by a casualty covered, or required to be covered, by an effective insurance policy under this Lease, Landlord shall at its expense repair the damage. Landlord shall not be obligated to repair any additions, alterations, or improvements made by Tenant after the Rent Commencement Date. Landlord shall make all repairs as soon as reasonably possible and this Lease shall continue in full force. Notwithstanding the provisions of this subsection 14.1, if the damage to the Building and/or Premises is such that Tenant cannot conduct its business in the same manner as prior to such casualty for sixty (60) consecutive days, then Tenant shall have the right, upon written notice to Landlord, to terminate this Lease.

14.2. **Partial Damage—Uninsured.** If the Building and/or the Premises is/are Partially Damaged by a casualty not covered and not required to be covered by an effective insurance policy under this Lease, Landlord may at its option either (i) repair the damage as soon as reasonably possible at Landlord's expense, and this Lease shall continue in full force, or (ii) terminate this Lease by written notice to Tenant within thirty (30) days after the date of the damage. Tenant may, within ten (10) days after receipt of Landlord's notice to terminate, give written notice to Landlord of Tenant's intention to repair the damage at Tenant's expense, without reimbursement from Landlord. This Lease shall then continue in full force and Tenant shall make repairs as soon as reasonably possible. If Tenant does not give its notice after Landlord elects termination, this Lease shall be canceled and terminated as of the date of the occurrence of damage. Notwithstanding the

provisions of this subsection 14.2, if the damage to the Premises is such that Tenant cannot conduct its business for sixty (60) consecutive days, then Tenant shall have the right, upon written notice to Landlord, to terminate this Lease.

14.3. Partially Damaged—Defined. “Partially Damaged” is herein defined as any damage, which can be repaired within six (6) months.

14.4. Total Destruction. If the Building and/or the Premises is/are substantially totally destroyed from any cause whether or not covered by insurance, either Party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than forty (45) days following the date of damage. In such event all rights and obligations of the Parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts. If neither Party elects to terminate, Landlord shall diligently proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible.

14.5. Abatement of Rent; Tenant’s Remedies. The Rent payable under the Lease for the period during which repairs are made shall be abated and reduced to the extent the Premises are untenantable commencing upon the date of the occurrence of such damage. If Landlord does not commence repairs within thirty (30) days after its obligation to repair accrues under this section, Tenant may cancel this Lease by giving Landlord written notice at any time prior to the commencement of repairs.

15. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of its exercise (“Condemnation”), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession. If more than ten percent (10%) of the floor area of the Premises is taken by Condemnation or if the Condemnation prevents the continued use of the Premises by Tenant in substantially the same manner as before the Condemnation, Tenant may at its option, terminate the Lease as of the date the condemning authority takes possession or title. Tenant must exercise its option in writing within twenty (20) days after the condemning authority takes possession or title. If Tenant does not terminate this Lease, it shall remain in full force as to the remaining Premises, except that the Rent shall be reduced in the proportion that the floor area taken bears to the total original floor area of the Premises. Any award for taking by Condemnation is the property of Landlord; provided, however Tenant is entitled to any award for loss of or damage to its trade fixtures, removable personal property and moving expenses. If this Lease is not terminated after Condemnation, Landlord shall repair any damage to the Premises caused by the Condemnation, except to the extent that Tenant was reimbursed therefore by the condemning authority.

16. Quiet Enjoyment; Estoppel Certificates.

16.1. Landlord’s Warranty; Quiet Enjoyment. Landlord warrants that it is the owner of the Premises and has the right to lease them to Tenant. Tenant, upon paying the Rent and performing the terms of this Lease shall have the right to quiet enjoyment of the Premises during the Lease Term. Neither Landlord nor its agents shall have any liability to Tenant for loss or damages resulting from the acts, including criminal acts, of third parties.

16.2. Estoppel Certificates. Either Party shall, within twenty (20) days after notice from the other, execute and deliver to the other Party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other Party. The certificate shall also state the amount of monthly Rent, the dates to which Rent has been paid in advance, and the amount of any security deposit or prepaid Rent. Failure to deliver the certificate within the specified time shall be conclusive on the Party from whom the certificate was requested that this Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

17. Defaults; Remedies.

17.1. Defaults. Each of the following is a material default and breach of the Lease (each, a "Default"):

(a) Default in Rent. Failure to make any required Rent, Additional Rent or other payment as and when due, if the failure continues for a period of ten (10) days after written notice from Landlord.

(b) Default in Other Covenants. Failure to comply with any of the covenants or provisions of the Lease, other than those described in subsection 17.1(a), if the failure continues for a period of thirty (30) days after written notice thereof; provided that if such default reasonably requires more than thirty (30) days for its cure, neither Tenant or Landlord shall be in default if it commences to cure within the 30-day period and thereafter diligently pursues its completion.

17.2. Remedies. If any Default by Tenant occurs, Landlord may, at any time thereafter without notice or demand, do any or all of the following:

(a) Termination. Upon thirty (30) days' written notice to Tenant, terminate this Lease and Tenant's right to possession of the Premises by any lawful means; Landlord may, subject to the requirements of Section 18.3 hereof, re-enter and take possession of and remove all persons or property, and Tenant shall immediately surrender possession of the Premises to Landlord. Landlord may recover from Tenant all damages incurred by Landlord for Tenant's default including, but not limited to, the reasonable costs of recovering possession of the Premises and expenses of reletting.

(b) Maintain Tenant's Right to Possession. Maintain Tenant's right to possession and continue this Lease in force whether or not Tenant has abandoned the Premises in which event Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover Rent and Additional Rent as it becomes due.

(c) Remedies Cumulative. The foregoing remedies shall be cumulative and in addition to any other remedy available to Landlord by law. Landlord shall have a duty to mitigate its damages.

17.3. Immediate Termination. Notwithstanding the above remedies, in the event the PSA between the Parties expires or is terminated for any reason, either party shall have the right to terminate this Lease upon written notice to the other specifying the date of such termination, and

the Parties shall be released from any and all liabilities and obligations hereunder, except for those accruing prior to the date of such termination.

18. Surrender at Expiration.

18.1. Condition of Premises. On expiration or earlier termination of the Lease, Tenant shall surrender the Premises in the same condition as received, subject to ordinary wear and tear, damage by casualty or condemnation and repairs which are Landlord's responsibility hereunder.

18.2. Holdover. If Tenant continues to occupy the Premises after the expiration of the Term, without any express agreement as to such occupancy, then such holding over will be considered as a month-to-month tenancy subject to all terms and conditions of this Agreement, as long as Tenant continues to timely pay Rent in an amount equal to the monthly Rent payable during the last month of the Term. If a month-to-month tenancy results from a holdover by Tenant under this subsection 18.2, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten (10) days before the termination date which shall be specified in the notice.

18.3. Compliance with Pharmacy Laws on Termination. Notwithstanding anything set forth in this Lease to the contrary, Landlord shall not interfere with Tenant's compliance with applicable pharmacy laws, rules or regulations and Tenant's proper handling or disposition of its pharmaceutical products upon termination of this Lease. This provision shall be effective even upon a termination of this Lease by Landlord following the occurrence of a Default.

19. **Brokers.** Each of Landlord and Tenant warrants to the other that it has had no dealings with any real estate broker or agents in connection with the negotiation of the Lease, and it knows of no real estate broker or agent entitled to a commission in connection with the Lease. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from any loss, cost, liability, or expense incurred by the other as a result of any claim by any broker or agent on the basis of any arrangements or agreements made by or on behalf of indemnifying Party. Landlord's above indemnification is subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act.

20. General Provisions.

20.1. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall not affect the validity of any other provision.

20.2. Time of Essence. Time is of the essence of this Lease.

20.3. Entire Agreement. This Lease and the PSA constitute the entire agreement of the Parties hereto with respect to the subject matter contemplated hereby and thereby and supersede all previous and contemporaneous oral or written negotiations, agreements, arrangements, and understandings relating to the subject matter hereof and thereof.

20.4. Notices. Any notice given under this Lease shall be in writing and may be given by personal delivery, by overnight delivery, or by certified mail, postage prepaid, addressed to Tenant or to Landlord at their addresses set forth below their signatures to the Lease. Either Party

may, by notice under this subsection, change its address for notice purposes. Notices personally delivered are considered received upon delivery. Notices sent by overnight delivery are considered received on the next business day. Mailed notices are considered received three (3) days after deposit in the mail. To be valid as notice, a copy of any notice given to Tenant shall be concurrently given to:

Attn: General Counsel
Genoa Healthcare, LLC
707 S. Grady Way
Suite 700
Renton, WA 98057

Attn: Mark Peterson, Chief Executive Officer
Genoa Healthcare, LLC
3140 Neil Armstrong Blvd, Suite 110
Eagan, MN 55121

and a copy of any notice given to Landlord shall be concurrently given to:

Attn: Silas Halloran-Steiner
Yamhill County Health & Human Services Administration
638 Northeast Davis Street
McMinnville, OR 97128

Attn: County Counsel
Yamhill County
434 NE Evans
McMinnville, OR 97128

20.5. Waiver. Waiver by either Party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision. No waiver shall be enforced except if set forth in writing and signed by the Party against whom such waiver is asserted.

20.6. Binding Effect. Subject to the provisions restricting assignment or subletting, this Lease binds and benefits the Parties and their respective successors and assigns.

20.7. Assignment and Subletting. Tenant shall not assign, sublet, convey or transfer this Lease or any interest therein without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, Tenant may assign this Lease, without Landlord's consent, to any affiliated or related entity, to any entity with which Tenant may merge or consolidate and to any person or entity that acquires all or substantially all of the assets of Tenant or the business that is being conducted by Tenant at or from the Premises, provided that the assignee assumes or is legally responsible for the obligations of Tenant under this Lease thereafter arising.

20.8. Authority. Each individual executing this Lease on behalf of an entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the entity, in

accordance with duly adopted resolutions or such entity's governing documents, and that this Lease is binding upon that entity in accordance with its terms.

20.9. Attorneys' Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, each Party shall be wholly responsible for its own expenses which it may reasonably incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

20.10. Relationship of Parties. For the purpose of this Lease, the relationship of the Parties hereto is strictly that of landlord and tenant. Landlord has no interest in Tenant's enterprise and this Lease cannot be construed as a joint venture or partnership. Except as otherwise set forth in this Lease or in the PSA, neither Landlord nor Tenant is an agent or representative of the other for any purpose.

20.11. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original. Electronic signatures shall be valid as originals.

20.12. Governing Law. The validity of this Lease, the interpretation of the rights and duties of the Parties hereunder, and the construction of the terms hereof shall be governed in accordance with the internal laws of the state in which the Premises are situated.

IN WITNESS WHEREOF, the Parties have executed the Lease on the dates specified below their respective signatures below:

LANDLORD:

Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health & Human Services Dept.

By: 

Its: Director of Health & Human Services

Address: 638 Northeast Davis Street
McMinnville, OR 97128

Date: 1/16/20

TENANT:

Genoa Healthcare, LLC

By: 

Its: Chief Executive Officer

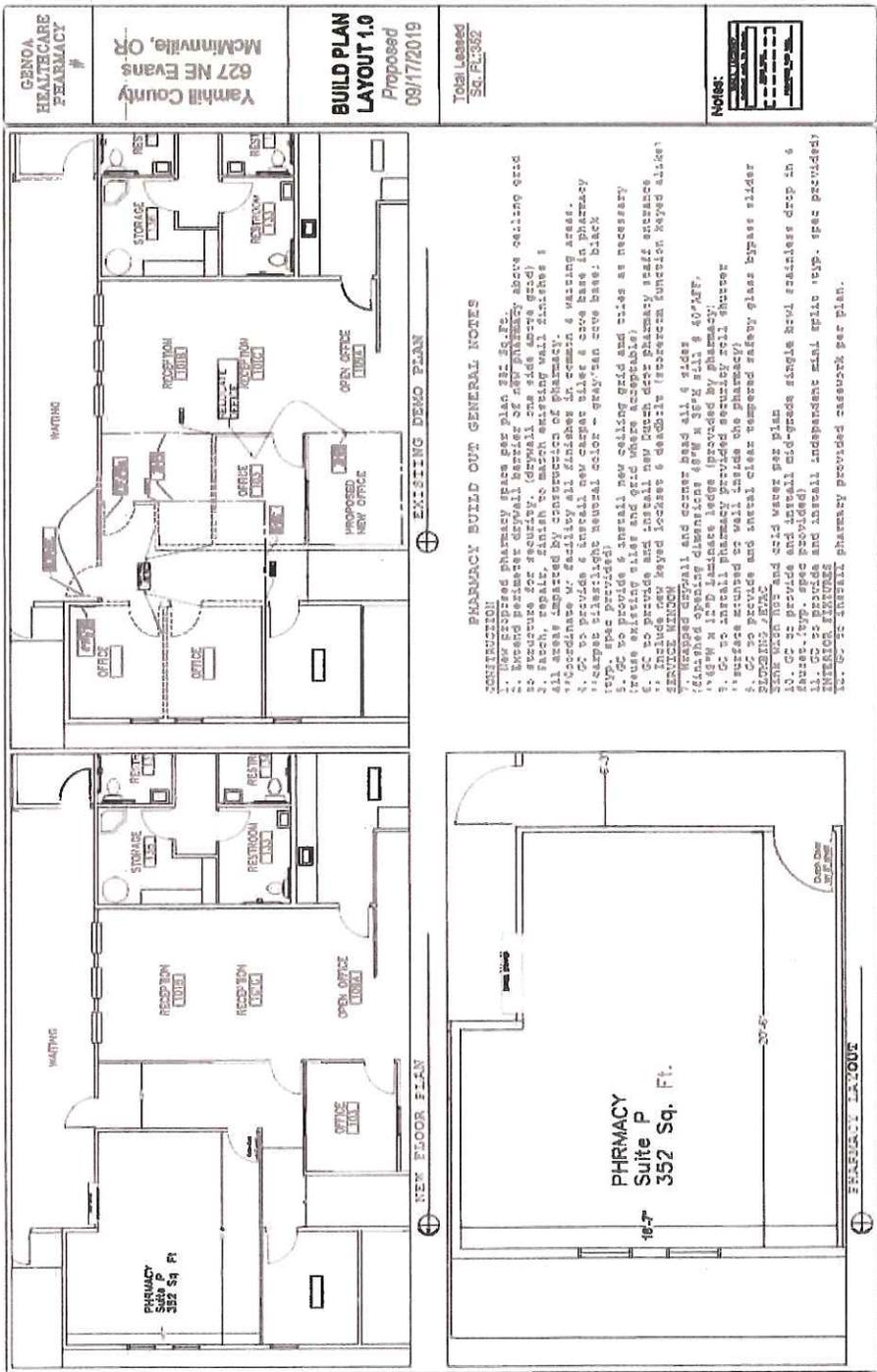
Address: 707 S. Grady Way, Suite 700
Renton, WA 98057

Date: _____

Accepted by Yamhill County
Board of Commissioners on
1/23/20 by Board Order
20-26

EXHIBIT A

Site Plan



PHARMACY BUILD OUT GENERAL NOTES

CONSTRUCTION

1. New proposed pharmacy space per plan 352 sq. ft.
2. Remove existing wall between existing waiting area and existing reception area. New wall to be constructed above ceiling grid to structure for security (detail on side above grid)
3. Patch, repair, finish to match existing wall finishes & all areas impacted by construction of pharmacy.
4. Coordinate w/ facility all finishes in common & waiting areas.
5. GC to provide & install new carpet tiles & core base in pharmacy waiting area.
6. GC to provide & install new grey/taupe core base, black trim, spec provided.
7. GC to provide & install new ceiling grid and tiles as necessary to reuse existing tiles and grid where acceptable.
8. GC to provide and install new flush door pharmacy main entrance.
9. GC to provide and install 6' x 6' x 1/2" stainless steel framed glass entrance.
10. GC to provide and install 6' x 6' x 1/2" stainless steel framed glass bypass slider.
11. GC to provide and install 6' x 6' x 1/2" stainless steel framed glass bypass slider.
12. GC to provide and install 6' x 6' x 1/2" stainless steel framed glass bypass slider.
13. GC to provide and install mid-grade single bowl stainless steel in 6' x 6' x 1/2" stainless steel frame (spec provided).
14. GC to provide and install independent main utility (spec provided).
15. GC to provide and install independent main utility (spec provided).
16. GC to provide and install independent main utility (spec provided).
17. GC to provide and install independent main utility (spec provided).
18. GC to provide and install independent main utility (spec provided).
19. GC to provide and install independent main utility (spec provided).
20. GC to provide and install independent main utility (spec provided).

B.O. 20-26
Exhibit "A"
Pg 1 of 2

EXHIBIT B

Improvements to Premises

Tenant and Landlord shall mutually agree on the Party responsible for completing the Improvements to Premises, with Tenant being financially responsible for the approved work to be completed.

- Create lobby access
- Build counter space
- Extend phone and electrical as required
- Extend plumbing as required or acquire Board of Pharmacy variance
- Add security system or extend current security system to conform to Board of Pharmacy requirements
- Acquire necessary building permits