

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

In re:

Laser Spine Institute, LLC¹
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

**ASSIGNEE'S MOTION FOR ORDER COMPELLING
LESSOR RAIN TREE VENTURE OWNER, LLC TO ALLOW
ASSIGNEE ACCESS TO MAINTAIN ASSETS AND PATIENT RECORD
DATA, FOR TURNOVER OF ASSETS OF THE LASER SPINE
INSTITUTE, LLC ASSIGNMENT ESTATE, AND AWARDING SANCTIONS**

¹ On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases of the following entities: LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC (the "Assignors").

Soneet Kapila, as assignee (“**Assignee**”) of Laser Spine Institute, LLC, by and through his undersigned attorneys, seeks the entry of an order compelling Raintree Venture Owner, LLC, the landlord of assignor Laser Spine Surgery Center of Arizona, LLC, to allow access to the Assignee to allow him to perform critical maintenance on the Scottsdale Assets (defined below) and to remove and safeguard patient records. Additionally, the Assignee seeks an order compelling turnover of the Scottsdale Assets (defined below) owned by Laser Spine Institute, LLC, which are located at the Scottsdale, Arizona facility leased by Laser Spine Surgery Center of Arizona, LLC. In support of this motion, the Assignee states as follows:

Background

1. On March 14, 2019, Laser Spine Institute, LLC (“**LSI**”) executed and delivered an assignment for the benefit of creditors to the Assignee. The Assignee filed a Petition with the Court on March 14, 2019, commencing an assignment for the benefit of creditors proceeding pursuant to Section 727 of the Florida Statutes (the “**LSI Assignment Case**”).

2. Simultaneous with the filing of the LSI Assignment Case, the Assignee filed fifteen other Petitions commencing assignment for the benefit of creditors proceedings for 15 affiliates of LSI (the “**Affiliated Assignment Cases**,” and together with the LSI Assignment Case, the “**Assignment Cases**”): LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC (each, an “**Assignor**,” and collectively, the “**Assignors**”).

3. In the years leading up to the Assignment Cases, the Assignors composed one of the nation's leaders in minimally invasive spine surgery, operating state-of-the-art outpatient surgery centers located near several major cities throughout the country. Immediately prior to executing the assignment, LSI operated four different outpatient surgery centers in Tampa, Florida; Cincinnati, Ohio; Scottsdale, Arizona; and St. Louis, Missouri (collectively, the "**Leased Facilities**"). LSI shuttered three other surgery centers in Ohio, Oklahoma, and Pennsylvania in the Fall of 2018.

4. All of the surgical facilities were leased. The Scottsdale, Arizona location was leased by one of the Assignors, Laser Spine Surgery Center of Arizona, LLC ("**LSSC Arizona**"). LSSC Arizona originally entered into a lease for the Scottsdale facility with RCC South, LLC, titled "Office Lease" and dated May 30, 2008 (the "**Scottsdale Lease**," a copy of which is attached hereto as **Exhibit A**).

5. LSSC Arizona and RCC South, LLC entered into four separate lease amendments from the initial date of the agreement, with the Fourth Amendment to Lease (the "**Fourth Amendment**") being dated August 3, 2010. Under the Scottsdale Lease, as amended through the Fourth Amendment, the term of the lease extended through January 2019.

6. On October 8, 2018, LSSC Arizona entered into a Fifth Amendment to Office Lease (the "**Fifth Amendment**") with Raintree Venture Owner, LLC as landlord ("**Raintree**" or "**Landlord**"), as the successor in interest to RCC South, LLC. The Fifth Amendment—entered into only five months prior to LSI's collapse—extended the lease term for *12 years*, through January 2031.

7. A copy of the First through Fifth Amendments to the Scottsdale Lease are attached hereto as **Composite Exhibit B**.

8. Although LSSC Arizona is the tenant under the Scottsdale Lease, the Assets located at the Scottsdale facility have historically been owned by LSI. Attached as **Composite Exhibit C** are the personal property tax records filed by LSI with Maricopa County, Arizona, reflecting ownership of the Assets by LSI, not LSSC Arizona. Additionally, certain of the Assets were transported from the facility located in Oklahoma before that location was closed. Those Assets also were never owned by LSSC Arizona.

9. The Assignors filed the Assignment Cases in March 2019 to provide for the orderly liquidation of their assets for the benefit of their creditors. Since the filing of the Assignment Cases, the Assignee has been marshaling the physical assets, primarily consisting of furniture, fixtures, and equipment of the Assignors held at the Leased Facilities (the “**Assets**”). The Assets located at the Scottsdale facility are referred to as the “**Scottsdale Assets.**”

10. In furtherance of this marshaling process, the Assignee and his counsel have sought to work cooperatively with the landlords for the Leased Facilities, and have reached standstill agreements with the landlords for two of the Leased Facilities to allow the Assets at those facilities to remain in place without the further accrual of rent. The Assignee has removed the Assets located at the St. Louis, Missouri location.

11. Only Raintree, landlord for the Scottsdale location, has repeatedly created obstacles preventing the Assignee from carrying out his duties to marshal and liquidate the Scottsdale Assets. Since the filing of the Assignment Cases, the Assignee has worked to reach an agreement for the removal of the Scottsdale Assets, but has consistently been rebuffed by Raintree. In addition, the Assignee needs to perform critical maintenance on the MRI machine located in the Scottsdale facility, and also needs to ensure that patients’ protected health information (“**PHI**”) has been removed from the Scottsdale facility and otherwise properly dealt with. As of the date of the filing

of this Motion, the Assignee has been unable to reach agreement with Raintree regarding these issues.

12. Texas Capital Bank, National Association, in its capacity as Administrative Agent (“**TCB**” or “**Agent**”) to the lender group (“**Lenders**”), asserts properly perfected liens on substantially all personal property of the Assignors, including but not limited to the Scottsdale Assets, under a Credit Agreement (or any related documents or agreements) dated as of July 2, 2015 by and between certain of the Assignors, as borrowers and/or guarantors, and TCB, as lender (as amended, the “**Credit Agreement**”).² Pursuant to the Credit Agreement, and collectively with any other agreements and documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Documents**”), the Lenders and the Agent provided revolving and term loan credit and other financial accommodations to, and issued letters of credit for the account of, the Borrowers pursuant to the Loan Documents.

13. As its basis for refusing access to the Assignee, Raintree has asserted a landlord lien on the Scottsdale Assets under Arizona state law. However, as discussed below, any landlord lien in favor of Raintree does not extend to the Scottsdale Assets, which are owned by LSI, a non-tenant third party.

Relief Requested and Basis for Relief

14. The Assignee—as Assignee for LSI, the owner of the Scottsdale Assets—is seeking an order compelling Raintree to turn over the Scottsdale Assets to the Assignee and compelling Raintree to allow the Assignee access to the Scottsdale facility. The Assignee needs

² Capitalized terms not otherwise defined herein maintain the same meanings ascribed to them in the Credit Agreement.

immediate access to perform critical maintenance on hazardous equipment, and also to ensure PHI is safeguarded and dealt with in a manner consistent with federal and state regulations. The Assignee needs further access to recover the Scottsdale Assets consistent with Raintree's turnover obligations.

A. The Assignee Requires Immediate Access to the Scottsdale Location to Maintain the Scottsdale Assets and to Safeguard Patient Records

15. The Assignee needs immediate access to the equipment to service the MRI machine located at the Scottsdale facility, and to ensure all PHI is properly removed from the location. As discussed below, the Assignee maintains that Raintree is obligated to turn over all of the Scottsdale Assets. At a minimum, the Court should enter an order compelling Raintree to allow access to the Assignee to perform these critical functions. Raintree has indicated that it will only allow access if the Assignee agrees to indemnify Raintree. As a fiduciary, the Assignee cannot agree to such an indemnity obligation. However, the Assignee has agreed to repair any damages caused by the access and removal. Unfortunately, the parties still have not been able to reach agreement.

16. MRI machines are sensitive pieces of equipment that require meticulous maintenance. In particular, helium levels of a MRI must be maintained at certain levels to ensure that the magnet does not become damaged. If the helium levels of the MRI machine drop below an acceptable percentage, the magnet can overheat and possibly cause an explosion.

17. Moreover, as the Assignee has discussed before the Court on multiple occasions, the Assignee is obligated to properly collect and maintain the PHI of the Assignors to ensure compliance with federal and state regulations governing patient records. The Assignee has been working to centralize the patient records of LSI at the Tampa location and has contracted with Clary Document Management Services to maintain the patient records and provide access to

patients. Failure to comply with state and federal regulations could result in civil penalties and cause the assignment estates to incur liability.

18. The Court has broad discretion to enter an order and exercise any powers “necessary to enforce or carry out the provisions of this chapter.” Fla. Stat. § 727.109(15). The Assignee seeks an order compelling Raintree to provide access to the Assignee so he can perform necessary maintenance of the Assets to preserve their value, ensure public safety, and comply with federal and state regulations governing patient records.

B. Raintree is Obligated to Turn Over the Assets of LSI, which is Not a Tenant under the Scottsdale Lease

19. The Scottsdale Assets are owned by LSI, which is not a tenant under the Scottsdale Lease. Raintree is not a creditor of LSI, and Raintree is obligated to turn over the Scottsdale Assets to the Assignee.

20. Section 727.106 of the Florida Statutes requires third parties to turn over estate property in their possession to the Assignee. The statute states: “Any person or entity, other than a creditor, in possession, custody, or control of assets of the estate shall, upon notice by the assignee of the assignment proceeding, promptly turn such assets over to the assignee or the assignee’s duly authorized representative.” Fla. Stat § 727.106.

21. The Scottsdale Assets are owned by LSI, not LSSC Arizona. Indeed, the personal property tax returns filed in Arizona were historically filed in the name of LSI. (*See Composite Exhibit C.*)

22. Raintree is in possession of property of the assignment estate of LSI, but Raintree is not a creditor in the LSI Assignment Case. Although Raintree may be a creditor of LSSC Arizona—the lessee under the Scottsdale Lease—the two companies are separate corporate

entities. Indeed, when the Assignee sought administrative consolidation of the Assignment Cases, the Assignee assured the Court that the assets and claims for each of the Assignment Cases would be separately accounted for. The Court granted the Assignee's motion to consolidate and stated that the consolidation would not affect any party's substantive rights.

23. In requesting turnover, the Assignee is only asking that Raintree allow the Assignee access to the Scottsdale facility to remove the Scottsdale Assets. The Assignee is not requesting that Raintree remove or deliver the Scottsdale Assets. Accordingly, the Assignee seeks an order compelling Raintree to comply with its duty of turnover and allow the Assignee access to the Scottsdale facility to remove the Scottsdale Assets.

C. Raintree Does Not Have a Landlord Lien on the Scottsdale Assets

24. In repeatedly obstructing the Assignee's requests for access and requests for turnover of the Scottsdale Assets, Raintree has asserted a lien on the Scottsdale Assets under Arizona's landlord lien statute to secure payment of past and future rent. Raintree's claim of landlord lien fails. First, the applicable statute clearly states that any landlord lien only extends to assets of the *lessee* located on the leased premises, and not to property of non-tenant third parties. Here, the Scottsdale Assets are owned by LSI, not the lessee, LSSC Arizona. Second, *even if* Raintree had a landlord lien on the Scottsdale Assets, under Arizona law the landlord lien would only extend to secure past-due rent accrued as of the date the Assignment Cases were filed.

25. Arizona law provides for a statutory lien in favor of a landlord against property *of the tenant* located on the premises. The applicable statute provides:

If the tenant refuses or fails to pay rent owing and due, the landlord shall have a lien on and may seize as much ***personal property of the tenant*** located on the premises and not exempted by law as is necessary to secure payment of the rent. If the rent is not paid and satisfied within sixty days after seizure as provided for in

this section, the landlord may sell the seized personal property in the manner provided by section 33-1023.

A.R.S. § 33-361(D) (emphasis added).

26. Section 33-362 of the landlord-tenant statute further provides that the landlord lien extends to “all property *of his tenant* not exempt by law, placed upon or used on the leased premises.” A.R.S. § 33-362(A). Further, that section provides explicit protection for third-party property located on the premises: “The landlord may seize for rent any personal property of his tenant found on the premises, *but the property of any other person, although found on the premises, shall not be liable therefor.*” A.R.S. § 33-362(B) (emphasis added).

27. The Supreme Court of Arizona has held that property owned by a third party located at a leased premises is not subject to the landlord’s lien. In *Bates & Springer of Arizona, Inc. v. Friermood*, 109 Ariz. 203 (Ariz. 1973), the court explicitly held that a landlord could not attach property of a third party located on the premises even where that property was used by the tenant in his business. *See id.* at 206.

28. The Scottsdale Assets are owned by LSI, not LSSC Arizona. Indeed, the personal property tax returns filed in Arizona were historically filed in the name of Laser Spine Institute, LLC. (*See Composite Exhibit C.*) Because the Scottsdale Assets have always been owned by a non-tenant third party—LSI—the Scottsdale Assets are not subject to a landlord lien in favor of Raintree.

29. Additionally, even if Raintree did somehow have a landlord lien on the Scottsdale Assets, the lien would only secure rent accrued up to the filing of the Assignment Cases on March 14, 2019. Arizona’s landlord lien statute specifically provides for this limitation: “The lien *shall*

not secure the payment of rent accruing after the death or bankruptcy of the lessee, *or after an assignment for the benefit of the lessee's creditors.*" A.R.S. § 33-362(A) (emphasis added).

30. The rent accruing prior to LSSC Arizona's Assignment Case totaled approximately \$109,000. Accordingly, any lien upon the Assets in favor of Raintree is limited to that amount.

D. The Court Should Enter an Award of Attorney Fees and Sanctions Against Raintree

31. In light of Raintree's repeated refusal to allow the Assignee to access the Scottsdale facility to perform his statutory duties, the Assignee further requests attorney fees and costs incurred bringing this motion, with the possibility of further sanctions against Raintree.

32. Section 727.109 of the Florida Statutes confers the Court with the power to "[p]unish by contempt any failure to comply with the provisions of this chapter or any order of the court made pursuant to this chapter." Fla. Stat. § 727.109(14).

33. Raintree has refused to comply with its turnover obligations and has caused the Assignee to incur the cost and expense of filing this motion. Additionally, to the extent any of the Scottsdale Assets have been damaged or decreased in value due to Raintree's refusal to provide access, Raintree should be liable for any such damages. If the Court enters an order granting this Motion, and Raintree continues to refuse turnover of the Scottsdale Assets, the Assignee submits that further sanctions would be warranted.

WHEREFORE, the Assignee respectfully requests that this Court enter an order (i) granting this Motion; (ii) compelling Raintree to allow the Assignee access to the Scottsdale premises to maintain the Scottsdale Assets and secure any PHI located on the premises; (iii) compelling Raintree to turn over the Scottsdale Assets by allowing the Assignee access to the Scottsdale facility to remove the Scottsdale Assets; (iv) finding that Raintree does not hold a landlord lien on the Scottsdale Assets because the Scottsdale Assets are owned by LSI, a non-

tenant third party; (v) entering an award of fees and costs against Raintree, and reserving jurisdiction to award further sanctions; and (vi) providing such other and further relief as is just and proper.

Dated: July 10, 2019

/s/ Edward J. Peterson

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the *Assignee's Motion for Order Compelling Lessor Raintree Venture Owner, LLC to Allow Assignee Access to Maintain Assets and Patient Record Data, for Turnover of Assets of the Laser Spine Institute, LLC Assignment Estate, and Awarding Sanctions* has been furnished on this 10th day of July, 2019 by the Court's electronic system to all parties receiving electronic service and by either U.S. mail or electronic mail to the parties listed on the Limited Notice Parties list attached and to:

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MASTER LIMITED NOTICE SERVICE LIST

June 21, 2019

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LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
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Laser Spine Institute, LLC
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Soneet Kapila,

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EXHIBIT A

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LESSOR RAIN TREE VENTURE OWNER, LLC TO ALLOW
ASSIGNEE ACCESS TO MAINTAIN ASSETS AND PATIENT RECORD
DATA, FOR TURNOVER OF ASSETS OF THE LASER SPINE
INSTITUTE, LLC ASSIGNMENT ESTATE, AND AWARDING SANCTIONS**

OFFICE LEASE

RCC SOUTH, LLC,

a Delaware limited liability company,

Landlord

and

LASER SPINE SURGERY CENTER OF ARIZONA, LLC

Tenant

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OFFICE LEASE

RCC SOUTH, LLC, a Delaware limited liability company ("Landlord"), hereby leases the Premises described below, for the Term and on the terms and conditions set forth in this Lease, to **Laser Spine Surgery Center of Arizona, LLC**, an Arizona limited liability company ("Tenant")

1. SUMMARY OF BASIC TERMS

1.1 **Date of Lease:** May 30, 2008.

1.2 **The Premises:** Suite 150 in the Building, consisting of approximately 35,342 square feet of rentable area as illustrated on the attached Exhibit A. Tenant shall initially take an estimated 25,207 rentable square feet as identified on Exhibit A (the "Initial Premises") and then 10,135 additional rentable square feet as identified on Exhibit A (the "Additional Premises") under the same terms and conditions and according to the Scheduled Commencement Dates described in Section 1.5.

1.3 **The Building:** The building, associated parking facilities, landscaping and other improvements, located at 8888 E. Raintree Drive in Scottsdale, Maricopa County, Arizona 85260 and known as Raintree Corporate Center IV ("RCC IV"). A site plan depicting the Building, six floor parking structure ("Parking Structure") and surface parking areas (together, with the Parking Structure, the "Parking Areas") and access drives within RCC IV is attached as Exhibit B.

1.4 **The Term:** The Term of this Lease for the Initial Premises shall begin on the Date of Lease set forth in Section 1.1, provided that the SNDA described in Section 15.1 is delivered to Tenant on or before the Date of Lease. If delivery of the SNDA is delayed beyond the Date of Lease, then commencement of the Term of the Lease for the Initial Premises shall be deferred until delivery of the SNDA to Tenant. The Term of this Lease for the Additional Premises shall begin on the earlier of a) the eighteen (18) month anniversary of the Rent Commencement Date for the Initial Premises as described in Section 1.5, or b) the date on which Tenant opens the Additional Premises for business. For example, if the Rent Commencement Date for the Initial Premises is December 1, 2008, then the Commencement Date of the Term for the Additional Premises shall be the earlier of Tenant opening the Additional Premises for business or June 1, 2010. The commencement date of the Term for the Initial Premises and Additional Premises, as applicable, shall be referred to herein as the "Commencement Date" as to each such portion of the Premises. Notwithstanding the later Commencement Date for the Additional Premises, the Term of Tenant's lease of both the Initial Premises and Additional Premises shall end on the tenth (10th) anniversary of the Rent Commencement Date set forth in Section 1.5 for the Initial Premises.

1.5 **Scheduled Rent Commencement Dates:** The Rent Commencement Date of the Initial Premises shall be two hundred fifty-five days from the Date of Lease. The Rent Commencement Date of the Additional Premises shall be the eighteen (18) month anniversary of the Rent Commencement Date of the Initial Premises. For example, if the Rent Commencement Date of the Initial Premises is December 1, 2008, the Rent Commencement Date of the Additional Premises shall be June 1, 2010. If Tenant elects to open a portion of the Initial

Premises or Additional Premises for business prior to the Rent Commencement Date for the Initial Premises or Additional Premises described herein, then the Rent Commencement Dates (and free rent periods) for the applicable rentable area of the Initial Premises or Additional Premises opened for business, as applicable, shall begin immediately and the Rent Commencement Date(s) for the balance of the Initial Premises and the Additional Premises, as applicable, shall be as described in this Section 1.5. However, Tenant may use the Additional Premises for access to portions of the Initial Premises without such use being considered "opening the Additional Premises for business" or resulting in acceleration of the Rent Commencement Date for the Additional Premises.

Notwithstanding the foregoing, Tenant may elect to occupy and use approximately 3,500 rentable square feet of the Additional Premises (the "Auxiliary Space") for Tenant's office based surgery practice during the time when the Tenant Improvement work is being completed in the Initial Premises. Tenant shall be charged Base Rent of \$28.25 per rentable square foot of such space during the period of use and the Base Rent applicable to such period shall be applied to the twelve (12) month free rent credit applicable to the Initial Premises. The cost of all Tenant Improvement work within the Auxiliary Space shall be applied against the Tenant Improvement Allowance for the Additional Premises. The plans and specifications for the Tenant Improvement work in the Auxiliary Space shall be subject to Landlord's approval as required pursuant to the terms of this Lease.

1.6 Base Rent: (The actual dates of each rental period shall be adjusted based on the actual Rent Commencement Dates for the Initial Premises and Additional Premises.)

| <u>Period</u> | <u>Base Rent Per Rentable Sq. Ft.</u> | <u>Monthly Payment</u> |
|--------------------|---|------------------------|
| 1/1/09 – 12/31/09 | 12 months Free Rent for Initial Premises beginning on Rent Commencement Date | \$0.00 |
| 1/1/10 – 6/30/10 | \$28.25 (25,207 sq ft) | \$59,341.48 |
| 7/1/10 – 10/31/10 | \$28.25 (25,207 sq ft) for Initial Premises and four months Free Rent for Additional Premises | \$59,341.48 |
| 11/1/10 – 12/31/10 | \$28.25 (35,342sq ft) | \$83,200.96 |
| 1/1/11 – 12/31/11 | \$28.75 | \$84,673.54 |
| 1/1/12 – 12/31/12 | \$29.25 | \$86,146.13 |
| 1/1/13 – 12/31/13 | \$29.75 | \$87,618.71 |
| 1/1/14 – 12/31/14 | \$30.25 | \$89,091.29 |
| 1/1/15 – 12/31/15 | \$30.75 | \$90,563.88 |

| <u>Period</u> | <u>Base Rent Per Rentable Sq. Ft.</u> | <u>Monthly Payment</u> |
|-------------------|---------------------------------------|------------------------|
| 1/1/16 – 12/31/16 | \$31.25 | \$92,036.46 |
| 1/1/17 – 12/31/17 | \$31.75 | \$93,509.04 |
| 1/1/18 – 12/31/18 | \$32.25 | \$94,981.63 |

1.7 **Tenant's Proportionate Share:** 14.24%, consisting of the proportion that the Rentable Area of the Initial Premises bears to the Rentable Area of the Building. Tenant's Proportionate Share shall be adjusted after the Commencement Date for the Additional Premises to be approximately 19.97%, consisting of the proportion that the Rentable Area of the entire Premises bears to the Rentable Area of the Building. The Rentable Area of the Building (excluding parking facilities) is 176,994 square feet. The Tenant's Proportionate Share shall be subject to adjustment as described in Section 2.5 based on the final area measurements of the Initial Premises and Additional Premises.

1.8 **Expense Stop:** \$9.00 per square foot of Rentable Area of the Premises.

1.9 **Security Deposit:** Waived

1.10 **Names of Guarantors:** Waived

1.11 **Description of Tenant's Business:** Tenant will operate a licensed ambulatory surgical center on the Premises that includes general business offices, clinical areas, including physical therapy, surgical areas, employee training, patient lounge, lunch and/or kitchen facilities (including vending machines for Tenants' and its patients' use only) and any other legally permitted uses consistent with the character of similar commercial office or medical buildings in the suburban areas of Phoenix, Arizona.

1.12 **Parking Spaces:** 21 covered reserved spaces (\$40 per space per month), 80 covered unreserved spaces (\$25 per space per month), and 90 uncovered unreserved spaces (\$0 per space per month and available on a first-come, first-served basis) to be located in the Parking Structure in locations mutually approved in writing by Landlord and Tenant prior to the Date of Lease. At such time as the Commencement Date occurs for the Additional Premises as described in Section 1.5, Landlord shall provide Tenant with (6) additional covered reserved spaces, (12) additional covered unreserved spaces, and (12) additional uncovered, unreserved spaces, to be located in the Parking Structure in locations mutually approved in writing by Landlord and Tenant prior to the Commencement Date of the Additional Premises, at the same rates specified in this Section 1.12. Landlord shall reserve two (2) visitor parking spaces for Tenant's exclusive use, free of charge, adjacent to the patient exit for the purpose of Tenant's patient pick up. Landlord and Tenant shall mutually agree in writing prior to the Date of Lease to the location of the visitor spaces and the patient discharge exit door. Parking fees will be waived prior to the Rent Commencement Dates for the Initial Premises and Additional Premises and during the free rent and rental abatement periods applicable to the Initial Premises and Additional Premises.

1.13 **Tenant Improvement Allowance:** \$50.00 per rentable square foot ("rsf") for expenses in excess of Landlord's obligation to deliver the Premises to Tenant in Base Building Shell condition as described in Exhibit C. The Tenant Improvement Allowance shall be used for leasehold improvements, signage, phone and data cabling, infrastructure expenditures including those for enclosures for a back-up generator and HVAC equipment, a pad for the back-up HVAC equipment, space planning, architect fees, engineer fees, construction management fees, and Tenant's relocation expenses. Tenant may elect, by delivery of written notice to Landlord, to amortize additional Tenant Improvement Costs and any other costs related to the Premises up to \$20.00 per rsf as required by Tenant, including but not limited to, excess Tenant Improvement Costs above the \$50 rsf Tenant Improvement Allowance. Any such additional Tenant Improvement Costs shall be evenly amortized at an annual rate of 7% over the initial ten (10) year Term of the Lease and payable to Landlord on a monthly basis at the same time as Base Rent is paid pursuant to Section 6.1. Tenant shall have the right to select a construction management consultant and an architect for space planning and preparation of construction documents (which shall include engineering work) and the costs for the construction manager and architect shall be paid by Landlord as part of the Tenant Improvement Allowance. If Landlord fails to timely fund the Tenant Improvement Allowance as described in this Section 1.13, then Tenant may, without obligation, fund all or a portion of the Tenant Improvement Allowance. Any amounts paid by Tenant to fund the Tenant Improvement Allowance shall be immediately payable by Landlord to Tenant together with interest at the rate set forth in Section 19.2(c) from the date paid by Tenant until the date repaid by Landlord. In addition to pursuing any other rights and remedies of Tenant, Tenant may set off all amounts advanced for payment of the Tenant Improvement Allowance plus accrued interest against the Base Rent and Operating Costs payable to Landlord pursuant to this Lease.

1.14 **Tenant's Notice Address:**

Laser Spine Surgery Center of Arizona, LLC
3001 N. Rocky Pt. Drive, E.
Tampa, Florida 33607
Facsimile: (813) 386-2851
Attention: Phil Garcia

and

Laser Spine Surgery Center of Arizona, LLC
8888 East Raintree Drive, Suite 150
Scottsdale, AZ 85269
Attention: Phil Garcia

and

Snell & Wilmer L.L.P.
One Arizona Center
Phoenix, Arizona 84004-2202
Facsimile: (602) 382-6070
Attention: Joyce Kline Wright, Esq.

1.15 Landlord's Notice Address:

RCC South, LLC.
c/o Cavan Management Services
15333 N. Pima Road, Suite 305
Scottsdale, Arizona 85260
Facsimile: (480) 627-7010
Attention: Debbie L. Mitten

1.16 Tenant's designated broker:

The Staubach Company
3131 East Camelback Road, Suite 110
Phoenix, Arizona 85016
Attn: Steven N. Corney

1.17 Landlord's designated broker: Cavan Realty, Inc.

2. TERM, CONSTRUCTION, AND DELIVERY

2.1 Term. The Term of this Lease and the scheduled date of commencement of the Term for the Initial Premises and Additional Premises shall be as set forth in Sections 1.4 and 1.5.

2.2 Design and Construction. Exhibit C sets forth the respective obligations of Landlord and Tenant with respect to the design and construction of the Base Building Shell and Tenant Improvements for the Premises. Landlord shall have no obligation to make any improvements or alterations to the Premises except as provided in Exhibit C. Landlord may not make changes in the size, configuration, floor plan, design or access to the Building, Parking Areas or Parking Structure without Tenant's consent, which shall not be unreasonably withheld, unless the size, utility of and access to the Premises, Building, Parking Areas and Parking Structure available on the Commencement Date for the Initial Premises are not materially affected, in which case no consent from Tenant shall be required.

2.3 Delivery. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date with the Base Building substantially complete as described in Exhibit C. If delivery of possession of either the Initial Premises or Additional Premises to Tenant is delayed for any reason, then this Lease shall remain in full force and effect, and Landlord shall not be liable to Tenant for any damage occasioned by such delay. Notwithstanding the foregoing, if delivery of possession is delayed so that the Commencement Date is more than sixty (60) days after the scheduled Commencement Date as set forth in Section 1.4, excluding any delay caused by Tenant Delay (as defined in Exhibit C) and subject to the provisions of Section 23.4, then Tenant, by written notice to Landlord, may terminate this Lease prior to taking possession, and upon such termination both Landlord and Tenant shall be released from all further obligations hereunder except that Tenant shall be entitled to receive reimbursement from Landlord for Tenant's actual losses, costs and expenses arising out of or in connection with termination of the Lease transaction, including fees and costs payable to all architects, space

planners, engineers, consultants, attorneys, third-party professional consultants not employed by Tenant and contractors.

2.4 Memorandum; Confirmation of Tenant Improvement Allowance and Brokerage Fees. At the request of either party, at any time following initial occupancy of the Initial Premises by Tenant, Landlord and Tenant shall execute a written memorandum confirming the Commencement Date and Rent Commencement Date for the Initial Premises, the Expiration Date, the Tenant's Proportionate Share, and the Rentable Area and Useable Area of the Initial Premises as measured pursuant to the BOMA International Standards described in Section 2.5. At any time following the initial occupancy of the Additional Premises by Tenant, Landlord and Tenant shall execute an amendment to the memorandum confirming the Commencement Date and Rental Commencement Date for the Additional Premises, the Tenant's Proportionate Share for the Additional Premises and the entire Premises, and the Rentable and Usable Area for the Additional Premises and the entire Premises as measured pursuant to the BOMA International Standards, as described in Section 2.5. Landlord shall also advise Tenant in writing following the Rent Commencement Date for the Initial Premises and Additional Premises of the actual amount of the Tenant Improvement Allowance expense and brokerage fees paid by Landlord for the Initial Premises and Additional Premises and Landlord shall evenly amortize such expenses over the initial Term of this Lease at an annual rate of 7% per annum. Such amounts shall be Landlord expenses and shall only be payable by Tenant to Landlord as expressly described in Sections 1.13 and 24.2.

2.5 Area Measurement. Landlord shall cause the Rentable Area and Useable Area of the Premises to be measured not later than thirty (30) days after the Rent Commencement Dates for each of the Initial Premises and Additional Premises and shall give written notice to Tenant of the Rentable Area and Useable Area as so determined. The Rentable Area and Useable Area of the Initial Premises and the Additional Premises, as applicable, are subject to verification by Tenant during the thirty (30) day period following receipt of such notice. Subject to Tenant's verification rights as provided above, once the architect has measured the Premises and calculated the Usable and Rentable Areas, as described herein, Usable and Rentable Areas of the Premises shall not be subject to further remeasurement or recalculation. "Rentable Area" and "Useable Area" means Rentable Area and "Useable Area" measured in accordance with American National Standard Z65.1-1996, as published by BOMA International; provided, however, that the Rentable Area of the Premises shall not exceed 112% of the Usable Area of the Premises, notwithstanding the actual measurements and "Rentable Area" for purposes of this Lease shall be adjusted so as not to exceed 112% of the Usable Area of the Premises.

2.6 Extension Option.

(a) So long as Tenant is not then in default under this Lease, Tenant shall have two (2) options (the "Extension Options") to extend the Term of this Lease for periods of five (5) years each (the "Extension Terms"). Tenant shall exercise an Extension Option, if at all, by giving written notice to Landlord no later than two hundred seventy (270) days before the expiration of the Term or first Extension Term, as applicable.

(b) Tenant's use and occupancy of the Premises during an Extension Term shall be subject to all the terms and conditions of this Lease except that Base Rent shall be at

Market Rate. For purposes of this Article, "Market Rate" means Base Rent (including provision for periodic increase in Base Rent during the Extension Term in accordance with then prevailing market practices) including rental concessions and tenant improvements being offered: (i) for new and renewal leases for comparable space in the Building, as reasonably determined by Tenant and Landlord, at the time the quotation of Market Rate is made, or (ii) if no space in the Building is then being marketed for lease, for new and renewal leases for comparable space in comparable buildings (defined as Class A buildings with similar rental rates in the surrounding North Scottsdale submarket and shall include Market Rates as well as tenant improvement allowances and other concessions, as reasonably determined by Landlord.

(c) Within thirty (30) days after written request, Landlord shall designate the Market Rate for the next Extension Term, provided, however, under no circumstances shall Landlord be obligated to respond earlier than twelve (12) months before the date that the first Extension Term or Second Extension Term would commence, as applicable. If Tenant exercises the Extension Option, it shall be deemed to have accepted the Base Rental rate proposed by Landlord for the applicable Extension Term.

3. USE OF PREMISES

3.1 **Permitted Uses.** Tenant may use and occupy the Premises for the purposes set forth in Section 1.11 and for no other purpose whatsoever without Landlord's prior written consent, and such consent shall not be unreasonably withheld or delayed.

3.2 **Insurance Restrictions.** Tenant shall not engage in any practice or conduct that would cause the cancellation of any insurance policies related to the Building. Tenant shall reimburse Landlord for any increases in insurance premiums paid by Landlord directly related to the nature of Tenant's use of the Premises or the nature of Tenant's business.

3.3 **Prohibitions.** Tenant shall not cause or maintain any nuisance in or about the Premises and shall keep the Premises free of debris, rodents, vermin and anything of a dangerous, noxious or offensive nature or which would create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, noise or heat. Tenant shall not cause the safe floor loading capacity (80 pounds on the floor and 100 pounds on the stairs) of the Premises to be exceeded; provided, however, that Tenant may install medical imaging and other equipment that exceeds the base Building loading capacity as long as reinforcement is installed to support such equipment in compliance with applicable building codes and engineering requirements. Tenant shall not disturb or interfere with the quiet enjoyment of the premises of any other tenant.

3.4 **Rules and Regulations.** Tenant shall comply and shall cause its employees to comply with the rules and regulations for the Building. The current rules and regulations are attached as Exhibit D. Landlord from time to time, by notice to Tenant, may amend the rules and regulations and establish other reasonable non-discriminatory rules and regulations for the Building. Notwithstanding the foregoing, the rules and regulations currently and hereafter in effect shall be modified as set forth on Exhibit D-1 and Tenant shall be authorized to use the Premises as described on Exhibit D-1. In the case of any inconsistency between the rules and regulations attached as Exhibit D or any amended rules and regulations, and the express terms of

this Lease and Exhibit D-1, the terms and provisions of this Lease and Exhibit D-1 shall govern and control.

3.5 Compliance with Environmental Laws. Tenant shall:

(a) comply with all federal, state and local laws, rules, orders, or regulations pertaining to health or the environment ("Environmental Laws"), including, without limitation, the comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") and the Resource Conservation and Recovery Act of 1987, as amended ("RCRA");

(b) not dispose of nor permit or acquiesce in the disposal of any waste products (including, but not limited to, paints, solvents, or paint thinners) on, under or around the Premises or the Building, other than medical waste that Tenant shall dispose of in accordance with applicable laws and regulations;

(c) not keep, store, or use within the Premises any regulated substances except small quantities that are reasonably necessary for Tenant's business and customarily associated with medical office and surgical center usage;

(d) promptly notify Landlord of any unlawful release of regulated substances of which Tenant becomes aware and excluding medical waste that Tenant will dispose of as provided in Section 3.5(b); and

(e) defend, indemnify and hold harmless Landlord from all costs, claims, demands, and damages, including attorneys' fees and court costs and investigatory and laboratory fees, related to any breach of this Lease, including, without limitation, any adverse health or environmental condition (including without limitation any violation of Environmental Laws) caused by Tenant. This indemnification obligation shall survive the termination of the Lease.

3.6 ADA. With respect to obligations arising under the Americans with Disabilities Act of 1990, regulations issued thereunder, the Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, and any applicable requirements under comparable or related state law, as the same are in effect on the date hereof and may be hereafter modified or amended or supplemented (collectively the "ADA"):

(a) Landlord shall comply with the ADA with respect to operation of the Common Areas, work done in Common Areas (including, without limitation and as the case may be, alterations, barrier removal, or new construction) and reconstruction and restoration of the Premises by Landlord as a result of a casualty or taking. Landlord shall be solely responsible for causing the design of the Common Areas to satisfy all ADA requirements.

(b) Tenant shall comply with the ADA relating to operation of the Premises and alterations or improvements within the Premises. Tenant shall be solely responsible for causing the design of the initial Tenant Improvements constructed pursuant to Exhibit C-1 to satisfy all ADA requirements. Tenant, at its sole expense, shall make any alterations to the Premises required by the ADA.

3.7 **Compliance with Other Laws.** Tenant shall comply with all other laws imposed by federal, state or local authority related to the operation of its business and its occupancy of the Premises. If due to the nature of Tenant's use of the Premises, improvements or alterations are necessary to comply with any requirements imposed by law or with the requirements of insurance carriers, Tenant shall pay the entire cost of the improvements or alterations.

4. **PARKING AND COMMON AREAS**

4.1 **Administration.** All of the portions of the Building made available by Landlord for use in common by tenants and their employees and invitees ("Common Areas") at all times shall remain subject to Landlord's exclusive control and, subject to the limitation in Section 2.2, Landlord shall be entitled to make such changes in the Common Areas as it deems appropriate. The Common Areas shall include public restrooms. Landlord shall have the right to install, maintain, replace and operate cables, lines, wires, pipes or other facilities located above the ceiling grid or below the floor surface of the Premises for purposes of serving the Building or other tenants. Tenant shall not disturb any such facilities.

4.2 **Security.** Landlord shall install and operate an electronic system controlling access to the Building outside of normal business hours (including weekends and holidays). Landlord shall also provide security personnel to monitor the surveillance equipment or will hire foot patrol security personnel to monitor site activities at RCC IV after normal business hours (including weekends and holidays). Landlord does not, however, undertake responsibility for the security of tenants or their property, and Landlord shall not be responsible or liable for any loss or damage that is caused by criminal conduct of third parties, despite whatever security measures Landlord may implement, or by any malfunction or deficiency of the electronic access control system.

4.3 **Parking.** Tenant and its employees shall be entitled to the use of the parking spaces as described in Section 1.12 in the Parking Structure for the Building. Neither Tenant nor its employees and consultants shall use spaces designated for visitor parking. The location of reserved parking spaces shall be subject to relocation by Landlord to a location within the Parking Structure mutually approved by Landlord and Tenant upon not less than sixty (60) days prior notice to Tenant; provided, however, that Landlord shall not relocate the two (2) visitor parking spaces located adjacent to the patient exit without Tenant's prior written consent. Tenant shall cooperate with such procedures and requirements for access to the Parking Areas as Landlord may establish from time to time, including use of parking stickers, key cards, or other means. Landlord shall have no responsibility or liability for damage to vehicles parked in the Parking Areas, regardless of cause. Tenant shall pay to Landlord charges for the parking spaces, in advance, on or before the first (1st) day of each month, in the amounts set forth in Section 1.12, except that prior to the Rent Commencement Dates and during the free rental periods applicable to the Initial Premises, Additional Premises and any space leased pursuant to Section 24.1, no parking charges shall be payable by Tenant. Tenant may park and use a vehicle for use as a shuttle to transport patients to and from the Parking Areas and the Premises. Tenant may also establish a valet service for use by its patients.

5. **SECURITY DEPOSIT AND GUARANTIES – INTENTIONALLY OMITTED**

6. RENT

6.1 **Base Rent.** Tenant shall pay to Landlord, in advance, on the first (1st) day of each calendar month, beginning on the Rent Commencement Dates for the Initial Premises and Additional Premises, as applicable, Base Rent in the amounts set forth in Section 1.6; provided, however, that (i) no Base Rent shall be payable during the free rent periods applicable to the Initial Premises, Additional Premises and any space leased pursuant to Section 24.1; and (ii) Base Rent shall be subject to adjustment under Section 6.2 and abatement under Section 10.3.

6.2 **Adjustment for Rentable Area.** The amount of the Base Rent shall be adjusted based on the applicable rate of Base Rent Per Rentable Square Foot as shown in Section 1.6 and as a result of the measurement of the Premises pursuant to Section 2.5. Tenant's Proportionate Share also shall be adjusted, if necessary, to conform to the results of the initial measurement or as a result of any subsequent change in the Rentable Area of the Building.

6.3 **Late Charges and Interest.** If Base Rent or any other amount payable under this Lease is not paid within ten (10) days after the date it is due, Tenant shall pay to Landlord, as liquidated damages to compensate Landlord for costs and inconveniences of special handling and disruption of cash flow, a late charge in the amount of five percent (5%) of the amount past due. The assessment or collection of a late charge shall not constitute the waiver of a default and shall not bar the exercise of other remedies for nonpayment. In addition to the late charge, all amounts not paid within ten (10) days after the date due shall bear interest from the date due at the rate set forth in Section 19.2.

6.4 **Obligations Are Rent.** All amounts payable by Tenant to Landlord under this Lease, including without limitation Base Rent and Operating Costs, constitute rent and shall be payable without notice, demand, deduction or offset to such person and at such place as Landlord may from time to time designate by written notice to Tenant.

6.5 **Proration.** Base Rent payable with respect to a period consisting of less than a full calendar month shall be prorated.

7. OPERATING COSTS

7.1 **Tenant's Share.** Following the Rent Commencement Dates for the Initial Premises and Additional Premises, as applicable, Tenant shall pay to Landlord, Tenant's Proportionate Share of Operating Costs for each calendar year in excess of the Rentable Area of the Premises multiplied by the Expense Stop as set forth in Section 1.8. Notwithstanding the foregoing, Tenant's Proportionate Share of total Operating Costs shall be reduced on an equitable basis such that Tenant does not share in the Operating Costs for janitorial services or restroom supplies with respect to the areas of the Premises where restrooms are located within clean-room areas and operating room areas that are maintained by Tenant.

7.2 **Estimates.** From time to time Landlord shall by written notice specify Landlord's estimate, using generally accepted accounting principles, consistently applied for comparable buildings, of Tenant's obligation under Section 7.1. Tenant shall pay one-twelfth of the estimated annual obligation on the first (1st) day of each calendar month. Tenant acknowledges that the actual Operating Costs may be more or less than the Expense Stop.

7.3 Annual Reconciliation. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall provide to Tenant a written summary of the Operating Costs for the calendar year, determined on an accrual basis and broken down by principal categories of expense including the calculations performed to determine Operating Costs and all adjustments corresponding to the requirements of this Lease. Landlord shall also show the average occupancy for each Lease year. The statement also shall set forth Tenant's Proportionate Share of Operating Costs and shall show the amounts paid by Tenant on account. Any difference between Tenant's obligation and the amounts paid by Tenant on account shall be paid, refunded, or credited against rent, as the case may be, within fifteen (15) days after the statement is provided. Late delivery of the annual statement of Operating Costs shall not relieve Tenant of any obligation with respect to payment of Tenant's Proportionate Share of the Operating Costs. Tenant shall have the right at its own expense, to audit or inspect Landlord's records (but not more than once in any calendar year during the Term or the Extension Term). Tenant shall give Landlord not less than thirty (30) days prior written notice of Tenant's intention to conduct any such audit pursuant to the provisions of Section 7.7.

7.4 Partial Year Proration; Variable Cost Adjustment. During the first and last years of the Term, Tenant's responsibility for Operating Costs shall be adjusted in the proportion that the number of days of that calendar year during which Operating Costs are payable by Tenant and the Lease is in effect bears to 365. Tenant's obligations under this Article 7 for the payment of Operating Costs during the Lease Term, including the payment of any deficiency following receipt of the annual statement under Section 7.3, shall survive the expiration or termination of this Lease. If the mean level of occupancy of the Building during a calendar year is less than 95% of the rentable area, the Operating Costs shall be adjusted to reflect the fact that some costs, such as air conditioning and janitorial services, vary with level of occupancy while other costs, such as real estate taxes, may not. In order to allocate those variable costs to occupied space while allocating non-variable costs to occupied and unoccupied space alike, Landlord shall determine what the total Operating Costs would have been had the Building been at least 95% occupied during the entire calendar year on the average, and that adjusted total shall be the figure employed in the statement and calculations described in Sections 7.1 and 7.3. If the mean level of occupancy exceeds 95%, no adjustment shall be made.

7.5 "Operating Costs" consist of all costs of operating, maintaining and repairing the Building, including, without limitation, the following:

(a) Real Property Taxes and expenses incurred in efforts to reduce Real Property Taxes provided that any decrease in Real Property Taxes achieved by Landlord shall be reflected in the calculation of Operating Costs;

(b) Personal property taxes in property and equipment used in connection with the operation, maintenance, and repair of the Building.

(c) Premiums for property, casualty, liability, rent interruption or other insurance;

(d) Salaries, wages and other amounts paid or payable for on-site personnel including the Building manager, superintendent, operation and maintenance staff, and other

employees of Landlord involved in the maintenance and operation of the Building, including contributions and premiums towards fringe benefits, unemployment and worker's compensation insurance, pension plan contributions and similar premiums and contributions and the total charges of any independent contractors or managers engaged in the repair, care, maintenance and cleaning of any portion of the Building;

(e) Cleaning, including janitorial services, sweeping of parking areas, and refuse removal;

(f) Policing and security;

(g) Landscaping, including irrigating, trimming, mowing, fertilizing, seeding, and replacing plants;

(h) Utilities, including fuel, gas, electricity, water, sewer, telephone, and other services;

(i) The cost of the rental of any equipment and the cost of supplies used in the maintenance and operation of the Building;

(j) Maintaining, operating, repairing and replacing equipment;

(k) Other items of repair, maintenance or replacement for which Landlord is responsible under Article 12;

(l) Costs of alterations or modifications to the Building necessary to comply with requirements of applicable law, including without limitation the ADA, but only after the Commencement Date for the Initial Premises;

(m) Audit fees and the cost of accounting services incurred in the preparation of statements referred to in this Lease; and

(n) A fee for the administration and management of the Building appropriate to the nature of the Building as reasonably determined by the Landlord from time to time, provided that such fee shall be no greater than 3% of the gross monthly revenue of the Building (excluding capital expenditures and security deposits plus interest earned thereon).

Costs of capital expenditures incurred for the purpose of reducing Operating Costs, and costs of improvements, repairs, or replacements which otherwise constitute Operating Costs under this Article, but which are properly charged to capital accounts, shall be included in Operating Costs as amortized over their estimated useful lives, as determined by the Landlord in accordance with generally accepted accounting principles, and only the annual amortization amount shall be included in Operating Costs. Landlord shall utilize and cause to be utilized generally accepted accounting principals, consistently applied in accounting for all Operating Costs.

7.6 Exclusions. Notwithstanding anything to the contrary in Section 7.5, "Operating Costs" shall not include:

- (a) Amounts reimbursed by other sources, such as insurance proceeds, equipment warranties, judgments or settlements;
- (b) Ground rents;
- (c) Payments on any mortgage or other encumbrance;
- (d) Replacements (but not repairs) of structural elements such as the roof, fixed plumbing, and structural walls of the Building;
- (e) Costs of negotiating or enforcing leases of tenants;
- (f) Leasing commissions and marketing expenses;
- (g) General overhead and administrative expenses of Landlord not directly related to the operation of the Building;
- (h) Depreciation and amortization;
- (i) Expenses incurred by Landlord to prepare, renovate, repaint, redecorate or perform any other work in any space leased to an existing tenant or prospective tenant of the Building;
- (j) Expenses incurred by Landlord for repairs or other work occasioned by fire, windstorm, or other insurable casualty or condemnation;
- (k) Expenses incurred by Landlord to lease space to new tenants or to retain existing tenants including leasing commissions, advertising and promotional expenditures;
- (l) Expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants in connection with any financing, sale or syndication of the Property;
- (m) Interest, principal, points and fees, amortization or other costs associated with any debt and rent payable under any lease to which this Lease is subject and all costs and expenses associated with any such debt or lease and any ground lease rent, irrespective of whether this Lease is subject or subordinate thereto;
- (n) Cost of alterations, capital improvements, equipment replacement and other items which under generally accepted accounting principles are properly classified as capital expenditures;
- (o) Expenses for the replacement of any item covered under warranty;
- (p) Cost to correct any penalty or fine incurred by Landlord due to Landlord's violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Landlord of any of the Building Operating Expenses;

(q) Cost of repairs necessitated by Landlord's negligence or willful misconduct, or of correcting any latent defect or original design defects in the Building construction, materials, or equipment;

(r) Expenses for any item or service that Tenant pays directly to a third party or separately reimburses Landlord and expenses incurred by Landlord to the extent the same are reimbursable or reimbursed from any other tenants, occupants of the property, or third parties;

(s) Expenses for any item or service not provided to Tenant, but exclusively to certain other tenants in the Building;

(t) A property management fee for the Building of 3% of the gross monthly revenue in excess of the lesser of (i) the current management contract obligation, or (ii) 3% of the gross monthly revenue of the Building (exclusive of capital expenditures and security deposits and all interest accrued thereon) applicable to the Building for the relevant calendar year;

(u) Salaries of (i) employees above the grade of building superintendent or building manager, and (ii) that portion of employee expenses for employees whose time is not spent directly and solely in the operation of the Property;

(v) Landlord's general corporate overhead and administrative expenses, except if it is solely for the Building;

(w) Business interruption (rent interruption is included) insurance or rental value insurance;

(x) Expenses incurred by Landlord in order to comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state, county and city governments and of all other governmental authorities having or claiming jurisdiction over the building, including without limitation the Americans with Disabilities Act of 1990 (as amended), the Federal Occupational Safety and Health Act of 1970 (as amended) and any of said laws, rules and regulations relating to environmental, health or safety matters;

(y) Reserves;

(z) Fees paid to affiliates of Landlord to the extent that such fees exceed the customary amount charged for the services provided;

(aa) The operating expenses incurred by Landlord relative to retail stores, hotels and any specialty service in the Building or on the Property; and

(bb) Any additional operating expenses incurred by Landlord relative to any declaration of covenants or restrictions to which the Property may be subject;

(cc) HVAC modification and replacement obligations necessary to comply with any Clean Air requirements, including ASHRAE standards, for the following: maintenance, fresh air, chlorofluorocarbons and hydrochlorofluorocarbons;

- (dd) Cost of sculptures, paintings and other objects of art;
- (ee) Costs associated with the removal of substances considered to be detrimental to the environment or the health of occupants of the Building; and
- (ff) Other items not customarily included as operating expenses for similar buildings.

7.7 Audit Rights. Tenant shall have the right at its own expense (without the requirement for Tenant to pay Landlord's costs of complying with this provision), to audit or inspect Landlord's records (but not more than once in any calendar year during the Term or any Extension Term). Tenant shall give Landlord not less than thirty (30) days prior written notice of Tenant's intention to conduct any such audit. Landlord shall cooperate with Tenant during the course of such audit, which shall be conducted during normal business hours in Landlord's office at the address indicated in Section 1.15. Landlord agrees to make such personnel available to Tenant as may be reasonably necessary for Tenant, or Tenant's employees or agents, to conduct such audit. If such audit discloses that the amount paid by Tenant as other additional rent payable by Tenant, hereunder, has been overstated by more than three percent (3%), Landlord shall refund the entirety of Tenant's overpayment to Tenant within fifteen (15) days of Tenant's written notice to Landlord of the results of the audit and shall reimburse Tenant for its costs incurred for the audit not to exceed \$7,500.

8. TAXES

8.1 Real Property Taxes and Assessments. Landlord shall pay before delinquent all general and special real property taxes and assessments that are levied on, or allocable to, the Building (collectively, "Real Property Taxes"). Landlord agrees to contest real property tax assessments that increase more than five percent (5%) in any year.

8.2 Taxes on Tenant. Tenant shall pay before delinquent all taxes levied or assessed upon, measured by, or arising from: (a) the conduct of Tenant's business; (b) Tenant's leasehold estate; or (c) Tenant's property.

8.3 Excise Taxes. Tenant shall pay to Landlord all sales, use, transaction privilege, or other excise tax that may at any time be levied or imposed upon, or measured by, any amount payable by Tenant under this Lease.

9. INSURANCE AND INDEMNITY

9.1 Insurance Policies. Tenant, at its expense, shall obtain and keep in full force and effect the following insurance:

(a) Special form property insurance including sprinkler leakage in an amount equal to the full replacement cost of all property located on the Premises owned or leased by Tenant.

(b) Business interruption insurance with a limit sufficient to insure not less than a twelve month loss of income.

(c) Commercial general liability insurance applying to the use and occupancy of the Premises and the business operated by Tenant, including coverage for "premises/operations", "products and completed operations", and "blanket contractual" liabilities, written on an occurrence basis with limits not less than \$2,000,000 per occurrence, \$3,000,000 annual aggregate, naming Landlord, its agents, affiliates and contract property manager as additional insureds.

(d) Workers' compensation insurance in accordance with applicable law and employer's liability insurance with a limit not less than \$1,000,000 bodily injury each accident; \$1,000,000 bodily injury by disease - each person; and \$1,000,000 bodily injury by disease - policy limit.

9.2 Policy Requirements. Tenant's insurance policies shall:

- (a) where applicable, contain the mortgagee's standard mortgage clause;
- (b) be taken out with insurers reasonably acceptable to Landlord and be in a form, and with deductible and retention amounts, satisfactory to Landlord;
- (c) be non-contributing and apply as primary and not as excess to, any other insurance available to the Landlord;
- (d) not be invalidated with respect to the interests of the Landlord and the holder of any encumbrance on the Building by reason of any breach or violation by Tenant of any warranties, representations, declarations or conditions contained in the policies; and
- (e) contain an agreement by the insurers to notify the Landlord, and the holder of any encumbrance on the Building designated by Landlord, in writing not less than thirty (30) days (ten (10) days in the case of non-payment of premium) prior to any cancellation, termination, or non-renewal.

9.3 Evidence of Coverage. Tenant shall deliver to Landlord certificates of insurance or, if required by Landlord, certified copies of each such insurance policy: (a) as soon as practicable after the placing of the required insurance and (b) periodically thereafter before expiration, renewal or replacement of the policies then in force. No review or approval of any such insurance certificate by Landlord shall derogate or diminish Landlord's rights or Tenant's obligations. Tenant shall not take possession of the Premises without having complied with the requirements of this Section.

9.4 Indemnity and Exculpation. Tenant shall defend, indemnify and hold Landlord (and its members, managing agents, officers, directors, employees, agents, and property manager) harmless, from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising directly or indirectly from or out of this Lease, or any occurrence in, upon or at the Premises, or the occupancy or use by the Tenant of the Premises, or any act or omission of Tenant, its members, managing agents, agents, servants, employees or invitees. Tenant shall not be required, however, to indemnify Landlord against a claim arising from Landlord's negligence or willful misconduct. Landlord shall not be liable and Tenant hereby

waives all claims for any damage to any property in or about the Premises or the Building or injury or inconvenience to Tenant's business, by or from any cause whatsoever (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances), except for Landlord's negligence or misconduct. Tenant acknowledges that it is protecting itself against loss by maintaining appropriate insurance coverage.

9.5 Waiver of Subrogation. Landlord and Tenant each hereby waives its respective rights and the subrogation rights of its respective insurer against the other party (as well as their respective members, officers, employees, agents, authorized representatives and invitees of such party), with respect to loss or damage to the Premises and any fixtures, equipment, personal property, furniture, improvements and alterations in or to the Premises, that are caused by or result from (a) risks required to be insured against under this Lease, or (b) risks that are insured against by insurance policies maintained by Landlord or Tenant from time to time. Landlord and Tenant shall provide notice of the waiver under this Section 9.5 to their respective insurance carrier(s) and shall obtain an endorsement waiving any right of subrogation in favor of the insurer.

9.6 Landlord's Policies. No insurable interest is conferred upon Tenant under any policies of insurance carried by Landlord, and Tenant shall not be entitled to share or receive proceeds of any insurance policy carried by Landlord, unless a claim is awarded to Tenant due to Landlord's negligence or misconduct.

10. FIRE AND CASUALTY

10.1 Termination Rights. If all or part of the Premises, Parking Spaces or Common Areas is rendered untenantable by damage from fire or other casualty which in Landlord's opinion cannot be substantially repaired (employing normal construction methods without overtime or other premium) under applicable laws and governmental regulations within one hundred eighty (180) days from the date of the fire or other casualty, then either Landlord or Tenant may elect to terminate this Lease as of the date of such casualty by written notice delivered to the other not later than thirty (30) days after notice of Landlord's estimate of the time required for restoration is given by Landlord. Landlord shall provide such notice as soon as is practicable after the fire or other casualty occurs.

10.2 Restoration. If in Landlord's opinion the damage caused by the fire or other casualty can be substantially repaired (employing normal construction methods without overtime or other premium) under applicable laws and governmental regulations within one hundred eighty (180) days from the date of the fire or other casualty, or if neither party exercises its right to terminate under Section 10.1, Landlord shall repair such damage other than damage to furniture, chattels or trade fixtures which do not belong to the Landlord, which shall be repaired by Tenant at its own expense.

10.3 Abatement. During any period of casualty, damage or restoration (as set forth in Section 10) or interruption (as set forth in Section 12.5), the Base Rent and Operating Costs payable by Tenant shall be proportionately reduced to the extent that the Premises are thereby rendered untenantable from the date of casualty until completion by Landlord of the repairs to

the Premises (or the part thereof rendered untenable) or until Tenant again uses the Premises (or the part thereof rendered untenable) in its business, whichever first occurs.

10.4 Demolition of Building; Damage Late in Term. Notwithstanding anything to the contrary in Section 10.1, if all or a substantial part (whether or not including the Premises) of the Building is rendered untenable by damage from fire or other casualty to such a material extent that in the opinion of Landlord the Building must be totally or partially demolished, whether or not to be reconstructed in whole or in part, or if a fire or casualty requiring substantial restoration or repair occurs during the last year of the Term, Landlord may elect to terminate this Lease as of the date of the casualty (or on the date of notice if the Premises are unaffected by such casualty) by written notice delivered to Tenant not more than sixty (60) days after the date of the fire or casualty.

10.5 Agreed Remedies. Except as specifically provided in this Article, there shall be no reduction of rent and Landlord shall have no liability to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty, howsoever caused, or from the making of any repairs resulting therefrom in or to any portion of the Building or the Premises. Tenant waives any statutory or other rights of termination by reason of fire or other casualty, it being the intention of the parties to provide specifically and exclusively in this Article for the rights of the parties with respect to termination of this Lease as a result of a casualty.

11. CONDEMNATION

11.1 Automatic Termination. If during the Term all or any part of the Premises is permanently taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of such taking, this Lease shall automatically terminate on the date on which the condemning authority takes possession of the Premises.

11.2 Optional Termination. If during the term any part of the Building is taken or purchased by right of eminent domain or in lieu of condemnation, whether or not the Premises are directly affected, then if in the reasonable opinion of Landlord substantial alteration or reconstruction of the Building is necessary or desirable as a result thereof, or the amount of parking available to the Building is materially and adversely affected, Landlord shall have the right to terminate this Lease by giving Tenant at least thirty (30) days written notice of such termination.

11.3 Award. Landlord shall be entitled to receive and retain an award or consideration for the affected lands and improvements. Tenant shall not have or advance any claims against Landlord for the value of its property or its leasehold estate or the unexpired term of this Lease or for costs of removal or relocation or business interruption expense or any other damages arising out of the taking or purchase. Nothing herein shall give Landlord any interest in or preclude Tenant from seeking and recovering on its own account from the condemning authority any award of compensation attributable to the taking or purchase of Tenant's personal property or trade fixtures, for the unamortized cost of any improvements paid for by Tenant, for Tenant's business interruption and relocation expenses, or for the value of Tenant's leasehold estate for

the unexpired term of this Lease. If any award made or compensation paid to Tenant specifically includes an award or amount for Landlord, Tenant shall promptly account therefor to Landlord.

12. MAINTENANCE AND OFFICE SERVICES

12.1 Maintenance by Tenant. Tenant shall maintain the interior of the Premises and the improvements therein (excluding services and maintenance for which Landlord is responsible pursuant to Sections 12.2 and 12.4) in good condition and repair.

12.2 Building Services. Landlord shall provide the following services to Tenant:

(a) janitorial services to the Premises and to Common Areas according to the cleaning specifications (See Exhibit H) five nights per week, including light bulb replacements for building standard lights (T8's for 2 X 4 parabolic lenses) including Common Area and in-Premises restroom supplies (except for restrooms in operating room and clean-room areas within the Premises for which Tenant will provide janitorial services;

(b) elevator service by means of the Building's elevators; and

(c) heating, ventilation, and air conditioning to the Premises appropriate to a first class office building

12.3 Utilities and Excess Charges. Landlord shall supply to the Premises electrical power for lighting and for the operation of normal office equipment. Landlord shall supply water and sewer services for any plumbing facilities in the Premises and Common Area restrooms. Tenant shall pay to Landlord within thirty (30) days after receipt of invoice: (a) for heating, ventilation and air conditioning requested by Tenant to be provided to the Premises outside of normal business hours (6:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12 Noon on Saturday, excluding recognized federal, state and local holidays) at Landlord's hourly rate of \$12.00 per hour per zone, which shall be subject to adjustment for changes in electrical power rates; (b) for electrical power used by Tenant in excess of normal office demand, which shall be defined as a minimum of 23.9 watts per square foot; and (c) for water used by Tenant in excess of normal office demand (i.e. in excess of 10 gal/usf/year). If Tenant operates any facility, such as a computer room, that requires electrical power in excess of normal office demand or that requires cooling after normal business hours, Landlord may require such facilities to be separately metered or submetered to Tenant at Tenant's expense. If Tenant's business and/or improvements are likely to, or result in, the use of a volume of water in excess of normal office demand, Landlord may require Tenant's water supply to be separately metered or submetered to Tenant at Tenant's expense. All utilities provided to the Premises other than those describe above, including communications services, shall be arranged directly by Tenant with the utility supplier, including the posting of any required deposits, and paid directly to the utility supplier when due.

12.4 Building and Common Area Maintenance. Landlord shall maintain the Building (including roof, structural elements, doors, plate glass, heating, air conditioning, ventilation, electrical and plumbing systems serving the Building, and exterior window washing), all Common Areas (including the Parking Areas) in good condition and repair in accordance with standards then prevailing for comparable properties of like age and character.

Notwithstanding the foregoing, Tenant shall be responsible for the cost of any blockage of sewer lines caused by Tenant's misuse and Tenant is responsible for janitorial services (but not maintenance of plumbing fixtures) for all restrooms located within clean-room areas and operating room areas of the Premises.

12.5 Interruptions. Landlord shall not be liable or responsible for breakdowns or temporary interruptions in access, services, or utilities, nor for interference with Tenant's business or Tenant's access to the Premises during the course of repairs or remedial work, unless such interruption is for five (5) consecutive business days. Rent and Operating Expenses shall be abated after the fifth (5th) business day until access, services and utilities are restored. After a continuous period of thirty (30) days or forty-five (45) days in any one calendar year affecting fifty percent (50%) or more of the then leased Premises, during which Landlord has failed to provide any one or more of the aforementioned services, then Tenant, at its option, may either (a) cancel the entire Lease or partially cancel the Lease for the specific floors so affected, at Tenant's option, upon giving written notice therefore to Landlord (b) offset against Base Rent, all actual costs incurred by Tenant to remedy the deficiencies, or (c) pursue its legal remedies to obtain specific performance or a money judgment against Landlord. Tenant shall identify certain critical areas within the Premises for which Tenant shall have the ability to provide its own services if Landlord fails to provide such services within twenty-four (24) hours after an interruption occurs, in which event Tenant shall have the right to offset against its payments of Base Rent the reasonable cost of providing such services so interrupted.

12.6 Access. Tenant shall have access to the Premises, the Building and Parking Areas 24 hours per day, 7 days per week, 365 days per year. Landlord at all times shall have access to the Premises for purposes of inspection and performing Landlord's repair, maintenance and janitorial obligations and exercising its rights under this Lease, provided, however, that Landlord shall not have access to Tenant's operating rooms or areas where pharmaceuticals are stored by Tenant without Tenant's prior notice and coordination of the entry and inspection with Tenant so as not to impair the sterile environment and security of such areas. Upon reasonable notice to Tenant and coordination of an appropriate time for the inspection with Tenant, Landlord shall have access to the Premises for purposes of showing the Premises to current or prospective lenders, to prospective purchasers of the Building, and, during the twelve-month period preceding the expiration of the Term of this Lease, to prospective tenants.

13. TENANT ALTERATIONS AND SIGNAGE

13.1 Alterations. Tenant may from time to time at its own expense make changes, additions and improvements in the Premises, provided that any such change, addition or improvement shall:

(a) comply with the requirements of any governmental or quasi-governmental authority having jurisdiction (including, without limitation, the ADA), with the requirements of Landlord's insurance carriers, and with Landlord's safety and access requirements, including restrictions on flammable materials and elevator usage;

(b) not be commenced until Landlord has received satisfactory evidence that all required permits have been obtained;

(c) be made only with the prior written consent of Landlord (which may be withheld in Landlord's sole discretion, to the extent it relates in Landlord's opinion to the structure or electrical, HVAC, plumbing or fire sprinkler systems of the Building, but which otherwise shall not be unreasonably withheld);

(d) be constructed in good workmanlike manner and conform to complete working drawings prepared by a licensed architect and submitted to and approved by Landlord;

(e) be of a quality that equals or exceeds the then current standard for the Building and comply with all building, fire and safety codes;

(f) be carried out only during hours approved by Landlord by licensed contractors selected by Tenant and approved in writing by Landlord, who shall deliver to Landlord, before commencement of the work, performance and payment bonds as well as proof of workers' compensation and general liability insurance coverage, including coverage for completed operations and contractual liability, with Landlord and its agents and designees named as additional insureds, in amounts, with companies, and in form reasonably satisfactory to Landlord, which shall remain in effect during the entire period in which the work shall be carried out. Notwithstanding the foregoing, only subcontractors specifically approved by Landlord may be used to make connection with the Building's main electrical, plumbing or HVAC systems, except connections to circuit panels, pipes or ducts within the Premises; and

(g) upon completion, be shown on accurate "as built" reproducible drawings delivered to Landlord.

Notwithstanding any provision herein, in no event shall Landlord's consent be required for Tenant alterations costing less than \$25,000 provided that such alterations comply with Sections 13.1 (a) - (f). Tenant shall notify Landlord of its intention to construct improvements.

13.2 Tenant Installations. Tenant may install in the Premises its usual trade fixtures and personal property in a proper manner, provided that no installation shall interfere with or damage the mechanical or electrical systems or the structure of the Building. Landlord may require that any work that may affect structural elements or mechanical, electrical, heating, air conditioning, plumbing or other systems be performed by Landlord at Tenant's cost or by a contractor designated by Landlord.

13.3 Signs. Tenant shall not place or permit to be placed any sign, picture, advertisement, notice, lettering or decoration on any part of the outside of the Premises or anywhere in the interior of the Premises which is visible from the outside of the Premises without Landlord's prior written approval. Tenant shall be entitled, at Landlord's expense, to an entry in the Building directory maintained by Landlord and, at Tenant's expense, to a building standard entry sign by the entry door to the Premises. Tenant shall also be entitled to install and maintain at Tenant's expense, including permits (which may be paid from the Tenant Improvement Allowance), one (1) exterior sign on the West side of the Building facing the 101 Freeway; one (1) exterior sign on the South facing side of the Building provided that City of Scottsdale approval is obtained; and signs on the west facing screen wall as and to the extent allowed by Scottsdale and subject to Landlord's reasonable approval as to location and design.

Landlord reserves the right to approve all signage prior to installation. See Exhibit F attached hereto for the approved locations of signage.

13.4 Mechanics Liens. Tenant shall pay before delinquent all costs for work done or caused to be done by Tenant in the Premises which could result in any lien or encumbrance on Landlord's interest in the Building or any part thereof, shall keep the title to the Building and every part thereof free and clear of any lien or encumbrance in respect of such work, and shall indemnify and hold harmless Landlord and Landlord's agents and employees against any claim, loss, cost, demand or legal or other expense, whether in respect of any lien or otherwise, arising out of the supply of material, services or labor for such work. Tenant immediately shall notify Landlord of any such lien, claim of lien or other action of which it has or reasonably should have knowledge and that affects the title to the Building or any part thereof and shall cause it to be removed by bonding or otherwise within ten (10) days, failing which Landlord may take such action as Landlord deems necessary to remove it and the entire cost thereof shall be immediately due and payable by Tenant to Landlord.

14. ASSIGNMENT AND SUBLETTING

14.1 Consent Required. Tenant shall not assign its interest under this Lease nor sublet all or any part of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld and shall be delivered within ten (10) business days of Tenant's written submittal provided pursuant to Section 14.3. Tenant shall not at any time pledge, hypothecate, mortgage or otherwise encumber its interest under this Lease as security for the payment of a debt or the performance of a contract. Tenant shall not permit its interest under this Lease to be transferred by operation of law. Any purported assignment or sublease made without Landlord's consent shall be void. No consent shall constitute consent to any further assignment or subletting.

14.2 Indirect Transfers. Any change in the identities of the individuals owning or controlling Tenant (by transfers of interests or admission of new members or partners), such that less than fifty percent (50%) of such aggregate ownership and control is at any time held by the individuals who owned and controlled Tenant as of the date of this Lease, shall constitute an assignment subject to Landlord's prior consent for purposes of Section 14.1. Notwithstanding the foregoing, Tenant may assign or sublet all or any part of this Lease and/or the Premises without Landlord's consent, to related entities, that is, entities controlled by, controlling or under common control with Tenant including entities into which Tenant is merged or consolidated or to an entity to which a substantial portion of Tenant's assets are transferred.

14.3 Requests for Approval. Landlord shall be under no obligation to decide whether consent will be given or withheld unless Tenant has first paid to Landlord \$750 as a review fee and has provided to Landlord: (a) the name and legal composition of the proposed assignee or subtenant and the nature of its business; (b) the use to which the proposed assignee or subtenant intends to put the Premises; (c) the terms and conditions of the proposed assignment or sublease and of any related transaction between Tenant and the proposed assignee or subtenant; (d) information related to the experience, integrity and financial resources of the proposed assignee or subtenant; (e) such information as Landlord may request to supplement, explain or provide details of the matters submitted by Tenant pursuant to subparagraphs (a) through (d).

Landlord shall not unreasonably withhold or delay consent and Landlord's consent shall be deemed given if Landlord has not given notice of its objection in reasonable detail within ten (10) days of Tenant's request.

14.4 Continued Responsibility. Tenant shall remain liable for performance of this Lease, notwithstanding any assignment or sublease, for the entire Lease Term provided, however, that in the case of an assignment approved by Landlord or expressly authorized by this Lease, Tenant shall be secondarily liable and shall be responsible solely for payment of Rent that Landlord is not able to collect from the current Tenant.

14.5 Excess Proceeds. If consent to an assignment or sublease is given, Tenant shall pay to Landlord, as additional rent, one half of all amounts received from the assignee or subtenant in excess of the amounts otherwise payable by Tenant to Landlord with respect to the space involved, measured on a per square foot basis.

14.6 Limitations. Without limiting appropriate grounds for withholding consent, it shall not be unreasonable for Landlord to withhold consent: (i) if the proposed assignee or subtenant is a tenant in another building owned by Landlord, (ii) if the proposed assignee or subtenant is a governmental agency, (iii) if the proposed assignee or subtenant is a direct competitor of Landlord or an affiliate of Landlord; (iv) if the use by the proposed assignee or subtenant would contravene this Lease, applicable deed restriction, any underlying lease, any restrictive use covenant or exclusive rights granted by Landlord; (v) if the proposed assignee or subtenant does not intend to occupy the Premises for its own use; or (vi) if the nature of the proposed assignee or subtenant is not compatible with the character of the Building.

14.7 Recapture Option. At Landlord's option, instead of consenting or withholding consent to a proposed assignment, Landlord may elect, by written notice to Tenant, to terminate this Lease as of the date or estimated date that the assignment would have been effective, and Landlord may, but shall not be required to, enter into a direct lease with the proposed assignee. Upon any such termination, Tenant shall have no further liability to Landlord from and after the date of termination of this Lease.

14.8 Transfer by Landlord. Upon a sale or other transfer of the Building and/or Parking Areas by Landlord, Landlord's interest in this Lease shall automatically be transferred to the transferee, the transferee shall automatically assume all of Landlord's obligations under this Lease accruing from and after the date of transfer, and the transferor shall be released of all obligations under this Lease arising after the transfer. Landlord shall promptly notify Tenant of any sale or other transfer of the Building and/or Parking Areas. Tenant shall upon request attorn in writing to the transferee.

15. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT

15.1 Subordination. Landlord represents that as of the execution of this Lease, the only holder of a lien of any kind on RCC IV that is superior to this Lease (including, without limitation, any lessor under a ground lease) is currently iStar Financial, Inc. On or before the Commencement Date for the Initial Premises and as a condition to the effectiveness of Tenant's obligations under this Lease, Landlord will deliver to Tenant a commercially reasonably

subordination, non-disturbance and attornment agreement ("SNDA") executed by such superior lien holder agreeing in substance that, so long as Tenant is not in default under the terms of this Lease, its tenancy and all of its rights hereunder will not be disturbed through the term of this Lease and any extensions thereof, which agreement shall be substantially in the form of Exhibit G.

If Tenant is required to subordinate its interests under the Lease to the lien of any mortgage or deed of trust or to any lien holder in the future, Tenant's obligation to subordinate its interest is conditioned upon any such lien holder or prospective lien holder providing Tenant with a commercially reasonable non-disturbance agreement in the form attached hereto as Exhibit G or such other form as is reasonably satisfactory to Tenant which, in substance, agrees that so long as Tenant is not in default under the terms of this Lease, its tenancy for the use and purposes herein described and all rights granted to Tenant hereunder will not be disturbed and will remain in full force and effect throughout the Term of this Lease and any extensions thereof. If Landlord or its lien holders requests that Tenant enter into a SNDA more than once in any calendar year, Landlord shall pay to Tenant \$750 for Tenant's cost to review each such additional agreement.

Landlord shall reimburse Tenant for any attorneys' fees, reasonably incurred by Tenant: (i) as a result of Tenant having been involuntarily made a party to any civil action for the enforcement of loan documents by any lender holding a mortgage or deed of trust encumbering the Building; or (ii) in connection with any replacement lease that is entered into by Tenant and a successor owner of the Building pursuant to the terms of an SNDA.

15.2 Lender Protection. Upon a transfer in connection with foreclosure or trustee's sale proceedings or in connection with a default under an encumbrance, whether by deed to the holder of the encumbrance in lieu of foreclosure or otherwise, Tenant, if requested, shall in writing attorn to the transferee, but the transferee shall not be:

- (a) subject to any offsets or defenses which Tenant might have against Landlord;
- (b) bound by any prepayment by Tenant of more than one month's installment of rent;
- (c) obligated to perform any construction obligations; or
- (d) subject to any liability or obligation of Landlord except those arising after the transfer.

15.3 Documentation. The subordination provisions of this Article shall be self-operating and no further instrument shall be necessary. Nevertheless Tenant, on request, shall execute and deliver any and all instruments further evidencing such subordination, provided that the documents do not modify the terms of this Lease.

15.4 Other Transactions. Landlord may at any time and from time to time grant, receive, dedicate, relocate, modify, surrender or otherwise deal with easements, rights of way, restrictions, covenants, equitable servitudes or other matters affecting the Building without notice to or consent by Tenant, provided that the same do not have a material adverse affect on

Tenant or alter Tenant's right to use the Parking Areas and Building Common Areas existing on the Commencement Date for the Initial Premises.

16. ESTOPPEL CERTIFICATES AND FINANCIAL STATEMENTS

Tenant shall at any time within ten (10) business days after written request from Landlord execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (b) confirming the commencement and expiration dates of the Term; (c) confirming the amount of the security deposit held by Landlord; (d) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; (e) confirming, if tenant improvements to be installed by Landlord have not been completed, that Tenant will take possession of the Premises upon completion of such tenant improvements; and (f) confirming such other matters as to which Landlord may reasonably request confirmation. Any such statement may be conclusively relied upon by a prospective purchaser or lender with respect to the Building. If Landlord desires to finance or refinance the Building, Tenant hereby agrees to deliver to any lender designated by Landlord such financial statements of Tenant as may be reasonably required by such lender. Such statement shall include the past three (3) years' financial statements of Tenant. All such financial statements shall be received by Landlord in confidence and shall be used only for the purposes herein set forth.

17. QUIET ENJOYMENT

If Tenant pays the rent and observes and performs the terms, covenants and conditions contained in this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord, or any other person lawfully claiming by, through or under Landlord.

18. SURRENDER AND HOLDOVER

18.1 Surrender. Upon the expiration or termination of this Lease or of Tenant's right to possession, Tenant shall surrender the Premises in a clean undamaged condition, reasonable wear and tear and damage by casualty excepted, and shall remove all of Tenant's equipment, fixtures and property, including without limitation all voice and data wiring and cabling installed by Tenant, and repair all damage caused by the removal. Tenant shall not remove permanent improvements that were provided by Landlord at the commencement of this Lease and shall not remove permanent improvements later installed by Tenant. Tenant shall not be required to remove any Tenant Improvements described in Exhibit C or to restore or remove any other alterations or improvements expressly authorized by Landlord or approved pursuant to this Lease, except for the Tenant's Building mounted and any monument signs.

18.2 Holdover. If Tenant holds over without Landlord's consent, Tenant shall, at Landlord's election, be a tenant at will or a tenant from month-to-month. In either case rent shall be payable monthly in advance at a rate of 100% the rate in effect immediately before the holdover began for the first three (3) months and 125% of such rate thereafter. A holdover

month-to-month or at will tenancy may be terminated by either party as of the first (1st) day of a calendar month upon at least thirty (30) days' prior notice. Upon a termination under this Section, unearned rent shall be refunded following the surrender of possession provided Tenant is not otherwise in breach of this Lease.

19. BREACH, DEFAULT, AND REMEDIES

19.1 Default. The following shall constitute "Events of Default" by Tenant:

(a) Tenant fails to pay rent or any other amount due under this Lease within ten (10) days after notice of nonpayment; or

(b) Tenant fails to execute, acknowledge and return a subordination agreement under Article 15 or an estoppel certificate or financial statements under Article 16 within thirty (30) days after request; or

(c) Tenant breaches any other obligation under this Lease and fails to cure the breach within twenty (20) days after notice of nonperformance; provided, however, that if the breach is of such a nature that it cannot be cured within twenty (20) days, no Event of Default shall be deemed to have occurred by reason of the breach if cure is commenced promptly and diligently pursued to completion within a period not longer than ninety (90) days; and provided further, that in the event of a breach involving an imminent threat to health or safety, Landlord may in its notice of breach reduce the period for cure to such shorter period as may be reasonable under the circumstances.

19.2 Remedies. Upon the occurrence of an Event of Default, Landlord, at any time thereafter without further notice or demand may exercise any one or more of the following remedies concurrently or in succession:

(a) Terminate Tenant's right to possession of the Premises by legal process or otherwise, with or without terminating this Lease, and retake exclusive possession of the Premises.

(b) From time to time relet all or portions of the Premises, using reasonable efforts to mitigate Landlord's damages. In connection with any reletting, Landlord may relet for a period extending beyond the term of this Lease and may make alterations or improvements to the Premises without releasing Tenant of any liability. Upon a reletting of all or substantially all of the Premises, Landlord shall be entitled to recover all of its then prospective damages for the balance of the Lease Term measured by the difference between amounts payable under this Lease and the anticipated net proceeds of reletting.

(c) From time to time recover accrued and unpaid rent and damages arising from Tenant's breach of the Lease, regardless of whether the Lease has been terminated, together with applicable late charges and interest at the rate of 15% per annum or the highest lawful rate, whichever is less.

(d) Recover all costs, expenses and attorneys' fees incurred by Landlord in connection with enforcing this Lease, recovering possession, reletting the Premises or collecting

amounts owed, including, without limitation, costs of alterations, brokerage commissions, and other reasonable and customary costs incurred in connection with any reletting.

(e) Perform the obligation on Tenant's behalf and recover from Tenant, upon demand, the entire amount expended by Landlord.

(f) Pursue other remedies available at law or in equity.

19.3 Limited Recourse. Notwithstanding anything to the contrary in this Lease, neither Landlord nor Landlord's directors, officers, shareholders, employees, agents, constituent partners, beneficiaries, trustees, representatives, successors or assigns (collectively, "Landlord's Affiliates") shall be personally responsible or liable for any representation, warranty, covenant, undertaking or agreement contained in the Lease, and the sole right and remedy of the Tenant or any subsequent sublessee or assignee shall be against Landlord's interest in the Building. Neither Tenant nor any subsequent sublessor or assignee shall seek to obtain any judgment imposing personal liability against Landlord, Landlord's Affiliates, or their successors or assigns nor execute upon any judgment or place any lien against any property other than Landlord's interest in the Building.

19.4 Tenant's Self Help Rights. Except as provided in Section 12.5, with respect to Interruption of Services, if Landlord shall fail to perform any duties or obligations imposed upon it by this Lease and such default shall continue for a period of thirty (30) days after written notice is given by Tenant to Landlord, then Tenant may exercise all its remedies available at law or in equity. In addition, if a default by Landlord involves a condition within the Premises that is not cured within ten (10) business days after written notice from Tenant to Landlord of its intention to resort to self-help (or such longer period not to exceed thirty (30) days as is reasonably required to complete the cure) then, and in such event, Tenant may, at its option, cure such default at its own expense and either deduct the actual cost of such cure from future Base Rent payments or invoice Landlord for such amount, which invoice shall be paid within ten (10) days of Landlord's receipt of same; provided, however, that Tenant's right of self-help shall not extend to the repair or replacement of components of the Building's mechanical, electrical or plumbing systems. Any amount not paid by Landlord to Tenant when due shall bear interest at the rate set forth in Section 19.2.

20. NOTICES

Any notice or communication given under the terms of this Lease shall be in writing and shall be delivered in person, sent by any public or private express delivery service, or deposited with the United States Postal Service or a successor agency, certified or registered mail, return receipt requested, postage pre-paid, addressed (a) to Tenant at the address set forth in Section 1.14, or (b) to Landlord at the address set forth in Section 1.15 or at such other address as a party may from time to time designate by notice hereunder. Notice shall be effective upon delivery. The inability to deliver a notice because of a changed address of which no notice was given or a rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

21. BROKERAGE

Tenant warrants and represents to Landlord that no broker or other person is entitled to claim a commission, broker's fee or other compensation based on its representation of Tenant in connection with this Lease other than The Staubach Company. Landlord warrants and represents to Tenant that no broker or other person is entitled to claim a commission, broker's fee or other compensation based on its representation of Landlord in connection with this Lease other than Cavan Realty, Inc. Landlord and not Tenant is solely responsible to pay all brokerage commissions and/or other compensation payable to The Staubach Company and Cavan Realty, Inc. in connection with this Lease and Landlord hereby agrees to indemnify and hold Tenant harmless for, from and against liability for same. Tenant and Landlord shall each defend, indemnify and hold the other harmless for, from and against all claims or liabilities arising from any breach of its foregoing representations and warranties.

22. RELOCATION - INTENTIONALLY OMITTED

23. GENERAL

23.1 Severability. If any term, covenant or condition of this Lease, or the application thereof, is to any extent held or rendered invalid, it shall be and is hereby deemed to be independent of the remainder of the Lease and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Lease or any part thereof.

23.2 No Waiver. The waiver by Landlord of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition contained in this Lease. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of rent. No term, covenant or condition of this Lease shall be deemed to have been waived unless such waiver is in writing.

23.3 Effect of Payment. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly payment of rent herein stipulated is deemed to be other than on account of the earliest stipulated rent, nor is any endorsement or statement on any check or any letter accompanying any check or payment of rent deemed an acknowledgment of full payment or accord and satisfaction, and Landlord may accept and cash any check or payment without prejudice to Landlord's right to recover the balance of the rent due and pursue any other remedy provided in this Lease.

23.4 Force Majeure. If either party is delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reasons of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, acts or omissions of the other party, or other reason whether of a like nature or not that is beyond the control of the party affected, financial inability excepted, then the performance of that term, covenant or act is

excused for the period of the delay and the party delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. Nothing in this Section, however, shall excuse Tenant from the prompt payment of any amount payable under this Lease nor from the consequences of Tenant Delay as provided in Exhibit C.

23.5 Lender Notice. In the event of a material default by Landlord of a sufficiently serious nature that Tenant considers the utility of the Premises to Tenant to be significantly impaired, Tenant shall give written notice of the default to Landlord and shall simultaneously send a copy of the notice to the holder of any encumbrance, the name and address of whom has previously been furnished in writing to Tenant. If Landlord fails to cure the default within a reasonable time, Tenant shall send a second notice to that effect to the holder of the encumbrance, with a copy to Landlord, and the holder of the encumbrance then shall have a reasonable time, not less than thirty (30) days, to cause the default to be remedied. The foregoing shall not limit Tenant's "self help" remedies expressly provided in Section 19.4.

23.6 No Recording. Neither this Lease nor any memorandum thereof shall be recorded.

23.7 No Offer. The submission of this Lease for examination does not constitute a reservation of an option to lease the Premises, and this Lease becomes effective as a lease only upon its execution and delivery by Landlord and Tenant.

23.8 Successors. All rights and liabilities under this Lease extend to and bind the successors and assigns of Landlord and permitted successors and assigns of Tenant. No rights, however, shall inure to the benefit of any transferee of the Tenant unless (a) the transfer has been consented to by the Landlord in writing as provided in Section 14.1 or (b) consent of Landlord is not required by the express terms of this Lease. If there is more than one Tenant, they are all bound jointly and severally by the terms, covenants and conditions of this Lease.

23.9 Integration. This Lease and the Exhibits hereto attached, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them. No alteration, amendment or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by Tenant and Landlord.

23.10 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Arizona without regard to its conflict of law provisions.

23.11 Deadlines Enforceable. Time is of the essence of this Lease and of every part hereof.

23.12 Counterparts. This Lease may be executed in counterparts, which together shall constitute a single instrument.

24. MISCELLANEOUS

24.1 First Right of Refusal. Provided Tenant is not in default under the Lease, and subject to the prior rights of other tenants of the Building, Tenant shall have and is hereby granted an ongoing right of first refusal to lease any space available on the ground floor of the Building (the "Additional Space"). Tenant must accept or reject Landlord's written notice that Additional Space is available to Tenant for Lease within five (5) business days after delivery of such notice by Landlord. If Tenant accepts within the required time frame, Landlord and Tenant will promptly execute a Lease for the Additional Space. If Tenant does not accept within the required time frame, then, unless Landlord does not lease the Additional Space to the subject third party, Tenant's right of first refusal will lapse with regard to the Additional Space for such period of time that the Additional Space is being leased to the subject third party. If Tenant leases Additional Space within the first twenty four (24) months of the term, the terms and conditions by which the space is to be leased shall be the same as the terms of this Lease including, but not limited to, the rental rate and the pro-rated Tenant Improvement Allowance, concessions and leasing commissions. Thereafter, the terms and conditions shall be at Market Rate as described in Section 2.6.

24.2 Termination Option. Tenant shall have the right to terminate the Lease on all or a portion of the Premises then under lease at the end of the sixtieth (60th) month of the Lease Term subject to nine (9) months prior written notice from Tenant to Landlord. Landlord shall calculate a termination fee for unamortized Tenant Improvements and Brokerage Fees associated with the terminated space. The amortization shall be at an annual rate of 7%, with such amounts evenly amortized over the initial ten (10) year Term of the Lease. In such calculation, Tenant shall receive a credit for any amounts previously paid to Landlord as described in Section 1.13.

24.3 Backup Power Source. Landlord agrees that Tenant shall have, during the term of this Lease, a non-exclusive license (the "License") to install and thereafter maintain and operate a generator as a backup power source. Tenant shall provide Landlord with specifications that are prepared by Tenant's architect and/or engineers for its generator within thirty (30) days following the Date of Lease. Landlord shall install, at Landlord's expense, a pad for Tenant's generator that complies with Tenant's specifications, within ninety (90) days following receipt of Tenant's specifications for the generator. The location of the pad shall be approximately as shown on Exhibit B-1. Landlord and Tenant acknowledge and agree that the pad for Tenant's generator may also be used by another tenant for its generator provided that: (i) the conduit for each generator will be separate from the conduit for any other generators located within RCC IV; (ii) there will be a demising wall located between the two generators sharing the pad; (iii) Landlord shall also construct an enclosure wall around the pad with gates allowing separate access to each generator; and (iv) Tenant and the owner of the other generator will each pay one-half the cost of the demising wall, the enclosure walls and gates, which cost, in the case of Tenant, will be charged against the Tenant Improvement Allowance. Tenant will be responsible to insure the equipment being installed at the Landlord provided pad. The hours for power source testing of the generator, as part of Tenant's regular maintenance, is restricted to between 9:00am and 6:00pm. Tenant shall also be responsible for notifying Landlord of any chemical or gasoline spills associated with the generator caused by Tenant or its vendors. Tenant will also be responsible for the cost associated with environmental clean up if required by the governing agency. Landlord shall have the right to relocate Tenant's generator at the sole cost of the

Landlord provided that the new location is approved by Tenant and the efficiency and operation of the generator is not impaired by such relocation.

24.4 **Move-In and Move-Out Charges.** Tenant shall not be charged for any supervision, guard service or other fees for its initial move-in and move-out at the expiration of the Term.

TENANT:

LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company

By: *Paul Garcia*

Name: *Paul Garcia*

Its: *Managing member*

LANDLORD:

RCC SOUTH, LLC,

a Delaware limited liability company

By: Cavan Management Services, L.L.C.,
an Arizona limited liability company,
its Manager

By: *George D. Mathew*

Name: *GEORGE D. MATHEW*

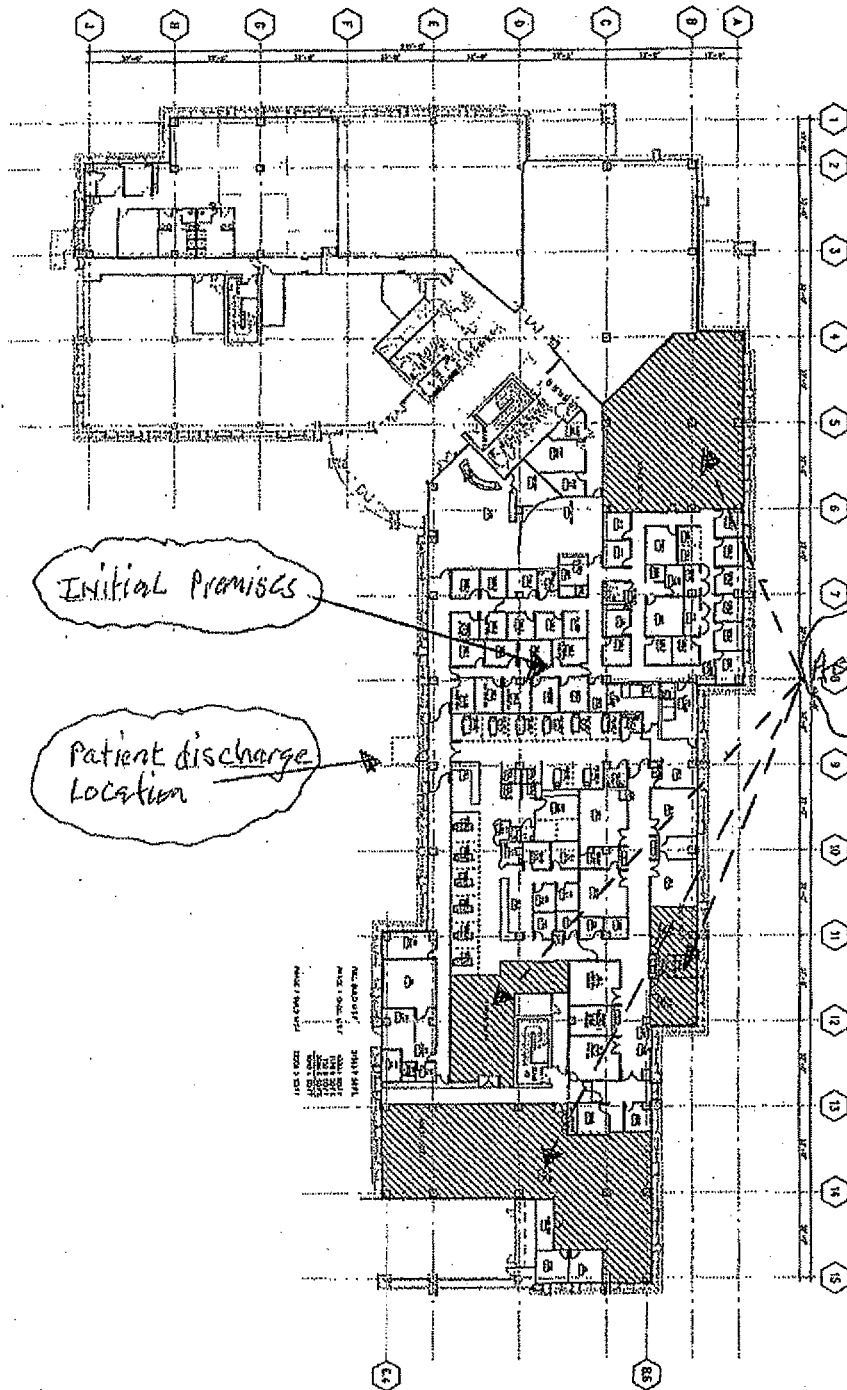
Its: *V.P.*

EXHIBIT A

THE PREMISES

(Showing Initial Premises and Additional Premises)

Exhibit A.



Laser Spine
Institute

SANITARIUM

Sanitary conditions are maintained in all rooms and corridors. The building is equipped with a complete sanitation system, including a central vacuum system and a sewage disposal system.

The building is equipped with a complete sanitation system, including a central vacuum system and a sewage disposal system. The building is also equipped with a fire alarm system and a fire extinguisher system.

| Room | Area | Volume | Weight | Height | Temperature | Humidity | Lighting | Ventilation | Sanitation |
|---------|--------------|--------------|-----------|--------|-------------|----------|-----------------|-------------|-------------|
| Room 1 | 100 sq. ft. | 100 cu. ft. | 100 lbs. | 10 ft. | 70°F | 50% | 100 ft. candles | 100 cfm | 100 sq. ft. |
| Room 2 | 200 sq. ft. | 200 cu. ft. | 200 lbs. | 10 ft. | 70°F | 50% | 100 ft. candles | 100 cfm | 100 sq. ft. |
| Room 3 | 300 sq. ft. | 300 cu. ft. | 300 lbs. | 10 ft. | 70°F | 50% | 100 ft. candles | 100 cfm | 100 sq. ft. |
| Room 4 | 400 sq. ft. | 400 cu. ft. | 400 lbs. | 10 ft. | 70°F | 50% | 100 ft. candles | 100 cfm | 100 sq. ft. |
| Room 5 | 500 sq. ft. | 500 cu. ft. | 500 lbs. | 10 ft. | 70°F | 50% | 100 ft. candles | 100 cfm | 100 sq. ft. |
| Room 6 | 600 sq. ft. | 600 cu. ft. | 600 lbs. | 10 ft. | 70°F | 50% | 100 ft. candles | 100 cfm | 100 sq. ft. |
| Room 7 | 700 sq. ft. | 700 cu. ft. | 700 lbs. | 10 ft. | 70°F | 50% | 100 ft. candles | 100 cfm | 100 sq. ft. |
| Room 8 | 800 sq. ft. | 800 cu. ft. | 800 lbs. | 10 ft. | 70°F | 50% | 100 ft. candles | 100 cfm | 100 sq. ft. |
| Room 9 | 900 sq. ft. | 900 cu. ft. | 900 lbs. | 10 ft. | 70°F | 50% | 100 ft. candles | 100 cfm | 100 sq. ft. |
| Room 10 | 1000 sq. ft. | 1000 cu. ft. | 1000 lbs. | 10 ft. | 70°F | 50% | 100 ft. candles | 100 cfm | 100 sq. ft. |

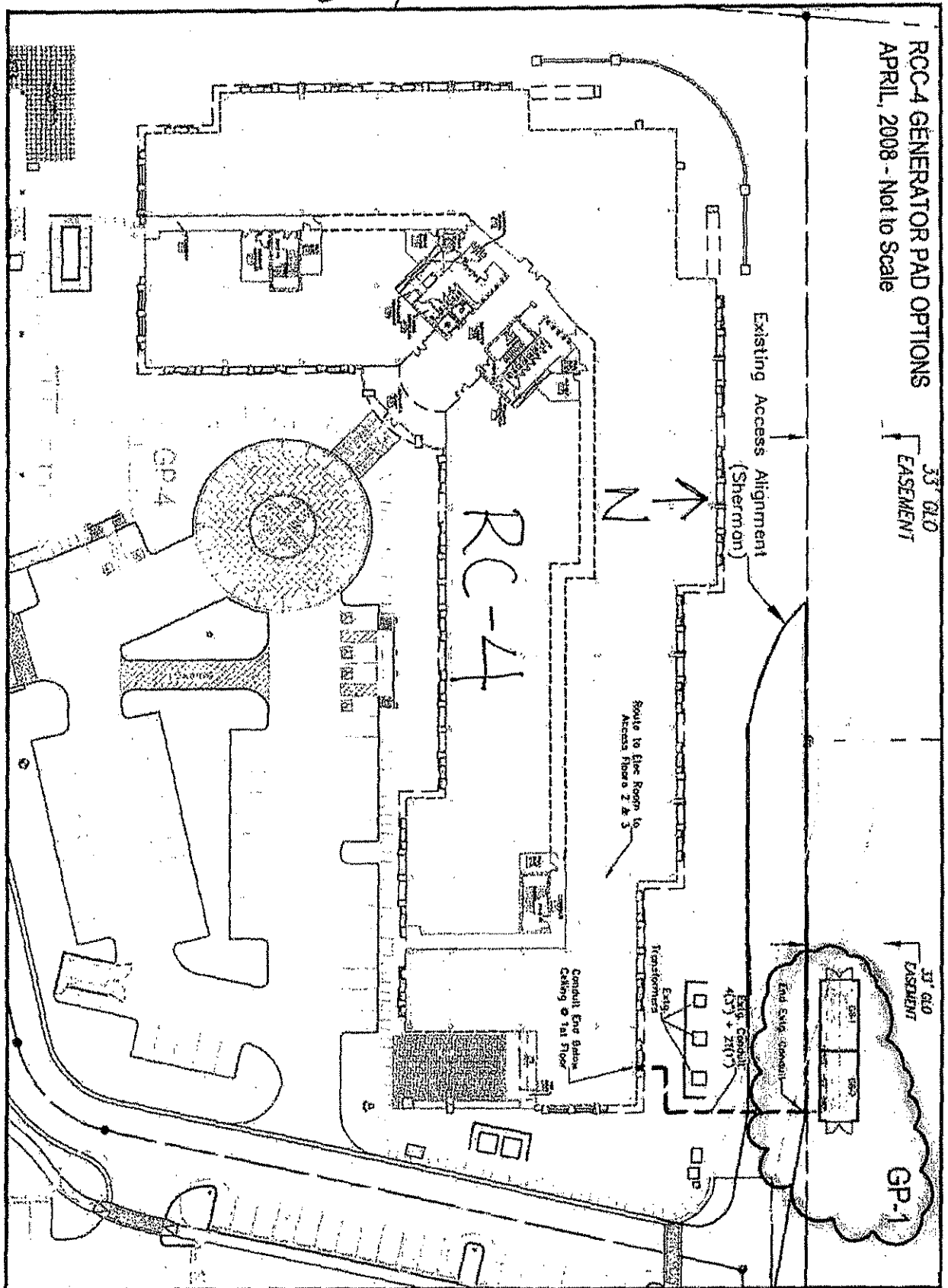
NOT FOR CONSTRUCTION

CONCEPT PLAN
PHASE ONE
SK-1

EXHIBIT B

**SITE PLAN, SHOWING THE BUILDING, PARKING AREAS AND PARKING
STRUCTURE**

101



[illegible]

307/L
A8.1
K2 SCREENING
APPROX LOCATION:
TO BE DETERMINED

EXHIBIT C

CONSTRUCTION PROVISIONS

1. **Preliminary Space Plan.** Attached to this Lease as Exhibit A is a preliminary space plan approved by Landlord and Tenant showing the size, nature and location of the improvements to be constructed in the Premises (the "Tenant Improvements"). Promptly following execution of this Lease, Tenant shall meet with Tenant's architect and shall provide such information and make such selections as may be necessary for the expeditious completion of the planning process.

2. **Working Drawings.** Based upon the preliminary space plan and the information provided and selections made by Tenant, Tenant shall cause working drawings and specifications (collectively, the "Plans") to be prepared for the Tenant Improvements. The Plans shall be consistent with the Building design standards as established by Landlord and provided to Tenant prior to the Date of the Lease (unless a departure therefrom is approved by both parties). The Plans shall be subject to the reasonable approval of both parties. Landlord's architect shall review construction documents prior to permitting at a not to exceed cost of \$1,000.00. Such cost shall be paid out of the Tenant Improvement Allowance. Except as specifically noted on the approved Plans, all materials and finishes shall be those established as the standard for the Building. Tenant shall have the right to select a construction management consultant and the architect for space planning and the costs of same shall be included in the Tenant Improvement Allowance.

3. **Cooperation.** During the entire course of the process described above, both Landlord and Tenant shall review and respond to submissions by the other party with reasonable dispatch. Landlord shall respond with its approval or comments within five (5) business days after receipt of initial drawings, specifications, or other materials requiring Landlord's review or approval and within three (3) business days after receipt of revised versions of such documents or materials. Landlord's failure to provide timely approval or comments shall be deemed approval of Tenant's request. From time to time at the request of either party, Landlord and Tenant shall devise, and revise as necessary, working schedules for the preparation of the Plans and the construction of the Tenant Improvements. Tenant shall cause Contractor (defined below) to (a) coordinate with Landlord's contractors and their subcontractors and (b) not unreasonably interfere with or delay completion of the work to be performed by Landlord in the Premises or elsewhere in the Building. Subject to coordination with the Landlord, Contractor shall have a right of access to electrical equipment rooms, above ceiling areas and risers that are part of the Common Areas.

4. **Construction.**

(a) Landlord, at Landlord's sole cost and expense, shall deliver the Premises with the Base Building, including, without limitation, the base building structural and mechanical systems completed in a good, workmanlike manner on the Date of Lease. Landlord shall not charge any fees for the management of the Base Building improvements or Tenant Improvement Work or any future alterations or work required by Tenant.

(b) Tenant shall retain a contractor ("Contractor") approved by Landlord, such approval not to be unreasonably withheld, conditioned or delayed. Landlord hereby pre-approves any of Gilbane, Inc., Barton-Malow Company and Jokake Construction Company, as Contractor. Tenant shall submit to Landlord the construction contract between Tenant and Contractor for construction of the Tenant Improvements (the "TI Contract"). The TI Contract shall contain a lump sum, guaranteed maximum price or other estimate of the Costs of Construction (such amount, "Tenant's Estimate").

(c) From and after delivery of the Premises by Landlord pursuant to Section 4(a) above, Landlord agrees to provide Tenant with occupancy of the entire Premises for the purpose of constructing the Tenant Improvements, installing furniture, fixtures and equipment, or any other work that Tenant deems necessary to prepare the Premises. Such early occupancy shall also include access to and use of parking facilities and padded elevator(s), as well as access to and use of appropriate electrical and other systems and related facilities. Without liability for additional rental or any other charges therefore, except as expressly stated herein or in Section 7 of the Lease, Tenant and its vendors shall be permitted at its sole cost and expense to use the Building's risers, telecommunication areas and the percentage of the roof equal to Tenant's Percentage Share of the Building, in locations selected by Tenant, to install and operate communications equipment, including a satellite dish, provided that such equipment complies with all applicable governmental rules, regulations, ordinances and codes. Tenant shall not permit Contractor or any other supplier, installer, contractor or other person employed by Tenant to unreasonably disturb the other tenants of the Building. Tenant may initiate the Tenant Improvement work on both the Initial Premises and Additional Premises following the Date of Lease, subject to compliance with the terms of the Lease. Landlord will make the Tenant Improvement Allowance applicable to both the Initial Premises and Additional Premises available to Tenant following the Date of Lease.

(d) Landlord shall, at Landlord's expense, install a pad and conduit sleeves for Tenant's generator on grade near the Premises in approximately the location shown on Exhibit B-1 and in the time and manner described in Section 24.3. Additionally, Landlord shall make an area available for Tenant's supplemental HVAC equipment in approximately the location shown on Exhibit B-2. Tenant shall supply and maintain any generators, enclosures and HVAC equipment at Tenant's cost. Such items shall be included in the Costs of Construction.

(e) Tenant shall provide Landlord with invoices for Costs of Construction not incurred under the TI Contract. Landlord shall make payment on such invoices within (30) days of submittal so long as Landlord's payment obligations do not exceed the Tenant Improvement Allowance or the additional \$20.00 per rsf that may be amortized pursuant to Section 1.13.

(f) Tenant or Contractor shall provide Landlord with applications for payment as provided in the TI Contract. Landlord shall make payment on such applications for payment in compliance with the TI Contract and in no less than thirty (30) days of submittal, so long as Landlord's payment obligations do not exceed the Tenant Improvement Allowance or the additional \$20.00 per rsf that may be amortized pursuant to Section 1.13. Tenant shall be responsible for payment of any Costs of Construction that exceed the Tenant Improvement Allowance, including the additional \$20.00 per rsf allowance if Tenant elects to have Landlord

finance a portion of the excess expense as provided in Section 1.13, provided that the Tenant Improvement Allowance shall first be applied to payment of Costs of Construction.

(g) There shall be no charge to Tenant, its contractors or subcontractors for electricity, heating, ventilation, air conditioning, security, insurance (except as it relates to work that Tenant and/or its contractors or their subcontractors may undertake in the Premises), use of the loading dock and of freight elevators or the personnel required for operation thereof, prior to the Rent Commencement Dates applicable to the Initial Premises, Additional Premises and any other space leased by Tenant during the Term.

(h) Landlord agrees that Tenant may locate a shade structure outside the patient discharge exit door in compliance with applicable health laws provided that: (i) the structure is not attached to the Building, and (ii) Landlord approves the design of the structure, which approval will not be unreasonably withheld or delayed.

5. **Cost.** If Tenant's Estimate exceeds the Tenant Improvement Allowance, if Tenant elects to have Landlord finance a portion of such excess expense as set forth in Section 1.13, Landlord shall amortize the additional Tenant Improvement costs as provided in Section 1.13 of the Lease. Any difference between actual and estimated Costs of Construction shall be paid or refunded, as the case may be, within ten (10) days after delivery of an accounting of Costs of Construction by Tenant to Landlord. Tenant's records of Costs of Construction shall be available for inspection by Landlord upon request. "Costs of Construction" of the Improvements as used in this Article means all hard and soft costs and expenses incurred by Tenant to design and build the Tenant Improvements, including, without limitation, permit and inspection fees, management and supervision fees, taxes, amounts paid to contractors, subcontractors, and suppliers, architects' fees, engineering costs, communication cabling costs, premiums for bonds and insurance, utilities, equipment rental, demolition, labor, materials, and supplies. "Costs of Construction" shall not include the cost of work that constitutes part of the Base Building, as defined in Exhibit C-1, all of which shall be performed by Landlord at its sole cost and expense, but shall include costs of design or construction of alterations to the Base Building requested by Tenant.

6. **Punchlist.** Within ten (10) days after Tenant's notice to Landlord that the Tenant Improvements are substantially complete, Landlord and Tenant shall conduct a joint walk through and inspection of the portion of the Tenant Improvement work that connects with or otherwise affects common areas and Building systems including plumbing and mechanical equipment, and Landlord shall deliver to Tenant a written punchlist specifying all defects in materials or workmanship in such Tenant Improvements within five (5) business days of such walk through. Tenant shall promptly cause all matters appearing on the punchlist to be corrected.

7. **Delay.**

(a) If the Commencement Date is delayed by Tenant Delay, then the applicable Rent Commencement Date shall be determined as if the Commencement Date had not been delayed due to Tenant Delay and rent shall begin to accrue as of the date when the Rent Commencement Date would have occurred but for the Tenant Delay. "Tenant Delay" means

delay related to design or performance of alterations to the Base Building requested by Tenant that are not contemplated as Landlord obligations specified in Exhibit C.

(b) If completion of construction of Tenant Improvements or delivery of possession of the Premises is delayed by Landlord Delay, then Tenant shall receive one day of rent abatement for each day of Landlord Delay. "Landlord Delay" means delay as a result of: (i) Landlord's failure to provide comments on proposed Plans in a timely manner; (ii) Landlord's failure to deliver the Premises with the Base Building complete; (iii) Landlord's failure to timely provide Building design standards or (iv) Landlord's requested change in any Plans outside the scope of Landlord's initial comments.

8. **Moving.** Movement in and out of the Building by Tenant and Tenant's contractors of trade fixtures, equipment, furniture, merchandise or materials which require the use of stairways, elevators or the movement through Building entrances or corridors shall be restricted to 8:00am to 5:00pm, Monday through Friday and all such movement may be under supervision of Landlord at no cost to Tenant. Tenant assumes all risk of damage of said articles being moved through the Building and any injury to persons or public engaged or not engaged in such moving. Any handtrucks, carryalls or similar appliances used for delivery or receipt of merchandise or equipment shall be equipped with rubber tires, sideguards, and other safeguards as Landlord shall reasonably require.

EXHIBIT C-1

BASE BUILDING DEFINITION

The following Base Building definition is a description of the construction obligations for which Landlord is responsible, the cost of which shall not be applied to or deducted from the Tenant Improvement Allowance, and limitations on those Landlord's construction obligations. Where types of materials or structures are described in the alternative, Landlord may make the selection. The Base Building does not include any portion of Tenant Improvements. If Landlord and Tenant subsequently agree that any Base Building improvements will be completed by Tenant's interior construction contractor, Landlord shall pay Tenant for the cost of such improvements Landlord is not required to provide and such amounts shall not be included in Costs of Construction.

A. Structure

The structural frame, columns and beams will be constructed with non-combustible materials (i.e. steel, heavy gauge metal studs) and will be designed to carry live and dead loads per plans.

B. Exterior Walls

The exterior walls shall be of concrete with brick veneer or such other material or materials as selected by Landlord.

C. Window Blinds

1" mini blinds installed inside exterior shell windows, still wrapped. (Tenant to unwrap)

D. Interior Finish

1. **Floors** - All floors will be reinforced concrete. Level concrete slab to a 1/8 inch rise or drop in 10 feet, as determined by a 10 foot straightedge placed anywhere on the slab in any direction. Any tile prep is at Tenant's expense.

2. **Ceilings** - All ceilings will be 2x2 tiles and grid or another ceiling material approved by Landlord. Landlord agrees to stockpile tile and grid for the tenant to install at Tenant's expense, or, at Tenant's option, Landlord shall provide Tenant with a credit in the amount equal to Landlord's cost, in lieu of stockpiling. Any credit shall not be included in the Costs of Construction.

3. **Lighting** - All building standard 2 X 4 parabolic light fixtures to be stockpiled, or, at Tenant's option, Landlord shall provide Tenant with a credit in the amount equal to Landlord's cost, in lieu of stockpiling. Light fixtures shall be the building standard or other lighting fixtures approved by Landlord. Any credit shall not be included in the Costs of Construction.

E. Electrical Work

Service - Landlord will provide electrical panels for standard office loads at 3 locations on each floor, with 277/480 volt 3-phase electrical service designed to provide a minimum of 23.9 watts per square foot per floor low voltage and RSF high voltage power for Tenant's sole use distributed to each floor of the Premises, including all necessary transformers, panels and breakers on the floor to support such required wattage.

F. Utilities

1. **Water** - Domestic water tie ins are available on each floor.
2. **Gas** - Not available.
3. **Sanitary Sewer** - Sewer tie in locations are available on each floor.
4. **Telephone** - Telephone rooms are provided at 3 locations on each floor.
5. **Fiber Optics** - One fiber optic room is provided on each floor.

G. Fire Sprinkler and Life Safety Systems - Fire sprinkler main line with branch line distribution and head locations per code on each floor. Distribution within Premises and adjustments to drops to ceiling tiles at Tenant's expense. All life safety systems installed per applicable codes and the ADA and fully operational.

H. Heating, Ventilation and Air-conditioning - Landlord will provide standard heating and air conditioning and heat pumps to the Premises sufficient for the space plan approved by Landlord and Tenant, excluding any 24-hour cooling area units. Distribution within the Premises will be at Tenant's expense. Any special 24 hour cooling units required for IT rooms will be at Tenant's expense.

I. Security System - Building security system installed and fully operational to control access to the Building and exterior entry and exit doors. The parking garage, elevators and security systems shall be accessed with the use of one common card.

J. Common Area Improvements - All common or public area improvements, including men's and women's restrooms, complete per code, including all building standard finishes, lobby areas including finishes.

SPECIFIC EXCLUSIONS

The following items are not part of the Base Building but are part of the Tenant Improvements:

1. **Ceilings**: All ceiling installation, including installation of ceiling grid and tiles provided by Landlord. Ceiling height between floor slab and ceiling grid will be approximately 9 feet except in areas where additional height is needed or desired by Tenant, such as café and operating rooms.

2. **Lighting:** Installation of all fixtures
3. **Interior Partitions:** All.
4. **Doors.** All doors within the interior of the Premises, excluding Tenant lobby entry doors, and any doors already installed with the base building.
5. **Floor.** Floating or additional leveling of floors is part of Tenant Improvements. All x-rays required for post tension slab.
6. **Water and Sewer.** Any extension or connection of water or sewer facilities within the Premises, such as connection to a coffee bar or to toilet rooms within the Premises.
7. **Additional Ventilation.** In addition to HVAC distribution within the Premises, any provision or equipment for special requirements for fresh air or exhaust air.
8. **Fire Sprinklers.** All additions or adaptations to the base building installation on account of Tenant's interior floor plan and special equipment installations.
9. **Communications.** All cabling and wiring, including connection to the Building's point of demarcation.
10. **Other Improvements.** All other improvements, alterations, and installations that are not specifically described as part of the Base Building in Paragraphs A through F above.

EXHIBIT D

RULES AND REGULATIONS

1. Unless otherwise specifically defined herein, all capitalized terms in these Rules and Regulations shall have the meaning set forth in the Lease to which these Rules and Regulations are attached.

2. The sidewalks, driveways, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises demised to any tenant or occupant.

3. No awnings or other projection shall be attached to the outside walls or windows of the Building. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the premises demised to any tenant or occupant which are visible from the exterior of the Premises, excepting the blinds provided by Landlord for the exterior windows of the Building and/or those approved by Landlord for lobby windows.

4. No tenant shall place objects against glass partitions, doors or windows that would be in sight from the Building corridors or from the exterior of the Building and such tenant will promptly remove any such objects when requested to do so by Landlord.

5. The windows and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed, nor shall any bottles, parcels, or other articles be placed on any window sills.

6. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, walkways, landscaped areas, vestibules or other public parts of the Building.

7. 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 sweepings, rubbish, rags or other substances shall be thrown therein. No tenant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, explosive or hazardous fluid, material, chemical or substance in or about the premises demised to such tenant. No open flames in the building including incense and candles. No live Christmas trees during the holidays.

8. No tenant or occupant shall mark, paint, drill into, or in any way deface any part of the Building or the premises demised to such tenant or occupant, except in connection with the hanging of pictures and other lightweight items on the interior walls of the Premises. No boring, cutting or strings of wires shall be permitted, except with the prior consent of Landlord, and as Landlord may direct. No tenant or occupant shall install any resilient tile or similar floor covering in the premises demised to such tenant or occupant except in a manner approved by Landlord.

9. Any carpeting cemented down by a tenant shall be installed with a releasable adhesive. In the event of a violation of the foregoing by a tenant, Landlord may charge the expense incurred in such removal to such tenant.

10. No bicycles, vehicles or animals of any kind (except assistance animals) shall be brought into or kept in or about the premises demised to any tenant. No cooking shall be done or permitted in the Building by any tenant without the written approval of Landlord, except for the use of microwave ovens in Tenants' employee break room, which shall be expressly permitted. No tenant shall cause or permit any unusual or objectionable odors to emanate from the premises demised to such tenant.

11. No space in the Building shall be used for manufacturing, for the storage of merchandise, or for the sale of merchandise, goods or property of any kind at auction.

12. No tenant shall make, or permit to be made, any unseemly or disturbing noises or vibrations or disturb or interfere with other tenants or occupants of the Building, whether by the use of any musical instrument, radio, television set broadcasting equipment or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors.

13. No additional locks or bolts of any kind shall be placed upon any of the doors, nor shall any changes be made in locks or the mechanism thereof. Each tenant must, upon the termination of its tenancy, return to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such Tenant.

14. All removals from the Building, or the carrying in or out of the Building or from the premises demised to any tenant, of any safes, freight, furniture or bulky matter of any description must take place at such time and in such manner as Landlord or its agents may determine, from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of the Rules and Regulations or the provisions of such tenant's lease.

15. No tenant or occupant shall engage or pay any employees in the Building, except those actually working for such tenant or occupant in the Building, nor advertise for day laborers giving an address at the Building.

16. No tenant or occupant shall purchase lighting maintenance, cleaning towels or other like service, from any company or person not approved in writing by Landlord.

17. Landlord shall have the right to prohibit any advertising by any tenant or occupant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon notice from Landlord, such tenant or occupant shall refrain from or discontinue such advertising.

18. Each tenant, before closing and leaving the premises demised to such tenant at any time, shall see that all entrance doors are locked and all electrical equipment and lighting fixtures are turned off. Corridor doors, when not in use, shall be kept closed.

19. Each tenant shall, at its expense, provide artificial light in the premises demised to such tenant for Landlord's agents, contractors and employees while performing janitorial or other cleaning services and making repairs or alterations in said premises.

20. No premises shall be used, or permitted to be used for lodging or sleeping, or for any immoral or illegal purposes.

21. The requirements of tenants will be attended to only upon application at the management office of Landlord. Building employees shall not be required to perform, and shall not be requested by any tenant or occupant to perform, and work outside of their regular duties, unless under specific instructions from the office of Landlord.

22. Canvassing, soliciting and peddling in the Building are prohibited and each tenant and occupant shall cooperate in seeking their prevention.

23. There shall not be used in the Building, either by any tenant or occupant or by their agents or contractors, in the delivery or receipt of merchandise, freight or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Landlord may require.

24. If the premises demised to any tenant become infested with vermin, such tenant, at its sole cost and expense, shall cause its premises to be exterminated, from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved in writing by Landlord.

25. No premises shall be used, or permitted to be used, at any time, as a store for the sale or display of goods, wares or merchandise of any kind, or as a restaurant, shop, booth, bootblack or other stand, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public in the premises demised to such tenant, or for manufacturing or for other similar purposes.

26. No tenant shall clean any window of the Building from the outside.

27. No tenant shall move, or permit to be moved, into or out of the Building or the premises demised to such tenant, any heavy or bulky matter, without the specific approval of Landlord. If any such matter requires special handling, only a qualified person shall be employed to perform such special handling. Landlord reserves the right to prescribe the weight and position of safes and other heavy objects, which must be placed so as to distribute the weight.

28. With respect to work being performed by a tenant in its premises with the approval of Landlord, the tenant shall refer all contractors, contractors' representatives and installation technicians to Landlord for its supervision, approval and control prior to the performance of any work or services. This provision shall apply to all work performed in the Building including installation of telephones, telegraph equipment, electrical devices and attachments, and installations of every nature affecting floors, walls, woodwork, trim, ceilings, equipment and any other physical portion of the Building.

29. Landlord shall not be responsible for lost or stolen personal property, equipment, money, or jewelry from the premises of tenants or public rooms whether or not such loss occurs when the Building or the premises are locked against entry.

30. Landlord may permit entrance to the premises of tenants by use of pass keys controlled by Landlord employees, contractors, or service personnel directly supervised by Landlord and employees of the United States Postal Service.

31. Each tenant and all of tenant's representatives, shall observe and comply with the directional and parking signs on the property surrounding the Building, and Landlord shall not be responsible for any damage to any vehicle towed because of noncompliance with parking regulations.

32. No tenant shall install any radio, telephone, television, microwave or satellite antenna, loudspeaker, music system or other device on the roof or exterior walls of the Building or on common walls with adjacent tenants.

33. Each tenant shall store all trash and garbage within its premises. No material shall be placed in the trash boxes or receptacles in the Building unless such material may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes and at such times as Landlord shall designate.

34. Each tenant shall give prompt notice to landlord of any accidents to or defects in plumbing, electrical or heating apparatus so that same may be attended to properly.

35. Landlord reserves the right to reasonably restrict but not prohibit access to and from the Building outside of normal business hours

36. Tenant and all of Tenant's servants, employees, agents, visitors, invitees and licensees shall observe faithfully and comply strictly with the foregoing Rules and Regulations and such other and further appropriate Rules and Regulations as Landlord or Landlord's agent from time to time adopt.

37. Landlord shall furnish each tenant, at Landlord's expense, with two (2) keys to unlock the entry level doors and two (2) keys to unlock each corridor door entry to each tenant's premises and, at such tenant's expense, with such additional keys as such tenant may request. No tenant shall install or permit to be installed any additional lock on any door into or inside of the premises demised to that tenant or make or permit to be made any duplicate of keys to the entry level doors or the doors to such premises. Landlord shall be entitled at all times to possession of a duplicate of all keys to all doors into or inside of the premises demised to tenants of the Building. All keys shall remain the property of Landlord. Upon the expiration of the Lease Term, each tenant shall surrender all such keys to Landlord and shall deliver to Landlord the combination to all locks on all safes, cabinets and vaults that will remain in the premises demised to that tenant. Landlord shall be entitled to install, operate and maintain security systems in or about the Building and/or the premises demised to any tenant. For the purposes of

this rule the term "keys" shall mean traditional metallic keys, plastic or other key cards and other lock opening devices.

38. Each person using the Parking Accommodations or other areas designated by Landlord where parking will be permitted shall comply with all Rules and Regulations adopted by Landlord with respect to the Parking Accommodations or other areas, including any employee or visitor parking restrictions, and any sticker or other identification system established by Landlord. Landlord may refuse to permit any person who violates any parking rule or regulation to park in the Parking Accommodations or other areas, and may remove any vehicle which is parked in the Parking Accommodations or other areas in violation of the parking Rules and Regulations. The Rules and Regulations applicable to the Parking Accommodations and the outside parking areas are as follows:

A. The maximum speed limit within the Parking Accommodations shall be 5 miles per hour; the maximum speed limit in other parking areas shall be 15 miles per hour.

B. All directional signs and arrows must be strictly observed.

C. All vehicles must be parked entirely within painted stall lines.

D. No vehicle may be parked (i) in an area not striped for parking, (ii) in a space which has been reserved for visitors or for another person or firm, (iii) in an aisle or on a ramp, (iv) where a "no parking" sign is posted or which has otherwise designated as a no parking area, (v) in a cross hatched area, (vi) in an area bearing a "handicapped parking only" or similar designation unless the vehicle bears an appropriate handicapped designation, (vii) in an area bearing a "loading zone" or similar designation unless the vehicle is then engaged in a loading or unloading function and (viii) in an area with a posted height limitation if the vehicle exceeds the limitation.

E. Parking passes, stickers or other identification devices that may be supplied by Landlord shall remain the property of Landlord and shall not be transferable. A replacement charge determined by Landlord will be payable by each tenant for loss of any magnetic parking card or parking pass or sticker.

F. Garage managers or attendants shall not be authorized to make or allow any exceptions to these Rules and Regulations.

G. Each operator shall be required to park and lock his or her own vehicle, shall use the Parking Facilities at his or her own risk and shall bear full responsibility for all damage to or loss of his or her vehicle, and for all injury to persons and damage to property caused by his or her operation of the vehicle.

H. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is inappropriately parked or parked in violation of these Rules and Regulations.

39. Landlord reserves the right at any time and from time to time to rescind, alter or waive, in whole or in part, any of the Building Rules and Regulations when it is deemed necessary, desirable or proper, in Landlord's judgment for its best interest or of the best of the

tenants of the Building, so long as no such rescission, alteration or waiver adversely affects or otherwise abrogates Tenant's rights under this Lease or use and enjoyment of the Premises as contemplated by the Lease.

40. No smoking is permitted within the premises or in the Building pursuant to Scottsdale Revised Code, § 19-16, *Smoking Pollution Control Ordinance*. From time to time Landlord shall designate areas outside the building as smoking areas. Smoking shall be permitted only in such designated areas.

EXHIBIT D-1

MODIFICATION OF RULES AND REGULATIONS

Tenant may engage in the following uses and activities and any uses and activities expressly authorized in the Lease notwithstanding any contrary provisions in the Rules and Regulations attached to the Lease as Exhibit D:

1. Tenant may install shades, screens, draperies and other window coverings on the inside of the Premises in front of the blinds provided by Landlord for the exterior windows of the Building.

2. Tenant may maintain oxygen tanks, pharmaceuticals, chemicals and other supplies required for its medical use in the Premises as long as the required MSDS sheets are posted per code.

3. Tenant may provide catered meals within the Premises for its patients, their families and its personnel. Such food shall be prepared off-site; however, it may be assembled and reheated in chafing dishes and other typical serving equipment within the Premises.

4. Tenant may sell medical equipment and supplies to its patients in connection with its medical practice operated in the Premises.

5. Tenant may install locks and bolts on doors and storage areas located within the interior of the Premises. Upon termination of the Lease, Tenant shall provide keys to any such locking devices to Landlord, but shall not be required to provide keys to Landlord for such devices during the Term of the Lease.

6. Landlord shall have no access to operating rooms or pharmaceutical storage areas within the Premises during the Term of the Lease.

7. Notwithstanding Rule 16, Tenant may purchase cleaning towels, supplies and other services from a company of its choice, without approval of Landlord, for maintenance of the interior of the Premises and operation of its medical facilities and practice in the Premises.

8. Tenant may leave any electrical equipment within the Premises turned-on after business hours if required by the nature of the equipment.

9. Notwithstanding Rule 20, Landlord acknowledges and agrees that sleeping shall be authorized within the Premises in connection with medical procedures and uses; for example, in connection with sedation of patients during surgical procedures. No patients will spend the night at the Premises.

10. Tenant may install televisions and television monitors in the operating rooms and exam rooms and in the café within the Premises. Tenant may install telecommunications equipment on the percentage of the roof of the Building equal to Tenant's Percentage Share of the Building, in locations selected by Tenant, provided that such equipment complies with all

applicable government rules, regulations, ordinances and codes. Tenant shall not be charged any additional rental or other charges for such use of the roof.

11. Notwithstanding Rule 38G, Landlord agrees that Tenant may establish valet parking or a shuttle service from the Parking Areas to the Premises for its patients.

12. Tenant shall have access to the Building, Premises and Parking Structure 24 hours per day, 7 days per week, 365 days per year.

The above authorized uses shall remain in effect during the entire Term of the Lease and may not be modified by Landlord without Tenant's consent, which consent may be given or withheld in the exercise of Tenant's sole discretion.

EXHIBIT E

MEMORANDUM OF COMMENCEMENT DATE

THIS MEMORANDUM OF COMMENCEMENT DATE is entered into this ____ day of _____, 2008 by and between RCC SOUTH, LLC, a Delaware limited liability company ("Landlord") and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant have previously executed that certain Lease Agreement dated _____ ("Lease"), pursuant to which Tenant has leased from Landlord certain premises more particularly described therein.

B. Pursuant to the provisions of Article 2 of the Lease, Landlord and Tenant have agreed to execute this Memorandum of Commencement Date to specify the Commencement Date of the Lease term for the "Initial Premises" described in the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, the execution and delivery of the Lease and other good and valuable considerations, the receipt, sufficiency and validity which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Commencement Dates. The Commencement Date for the Initial Premises is _____, and the expiration date of the Lease is _____. The Rent Commencement Date is _____.

2. Area Measurements and Tenant's Proportionate Share. The Rentable Area of the Initial Premises is _____ square feet and Usable Area of the Initial Premises is _____ square feet. Tenant's Proportionate Share is _____ (%) for the Initial Premises.

3. Definitions. Capitalized terms used in this Memorandum of Commencement Date without definition shall have the meanings assigned to such terms in the Lease, unless the context requires otherwise.

4. Full Force and Effect. Except as specifically modified by this Memorandum of Commencement Date, the Lease remains in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Commencement Date as of the date and year first above written.

TENANT:

LASER SPINE SURGERY CENTER, LLC
an Arizona limited liability company

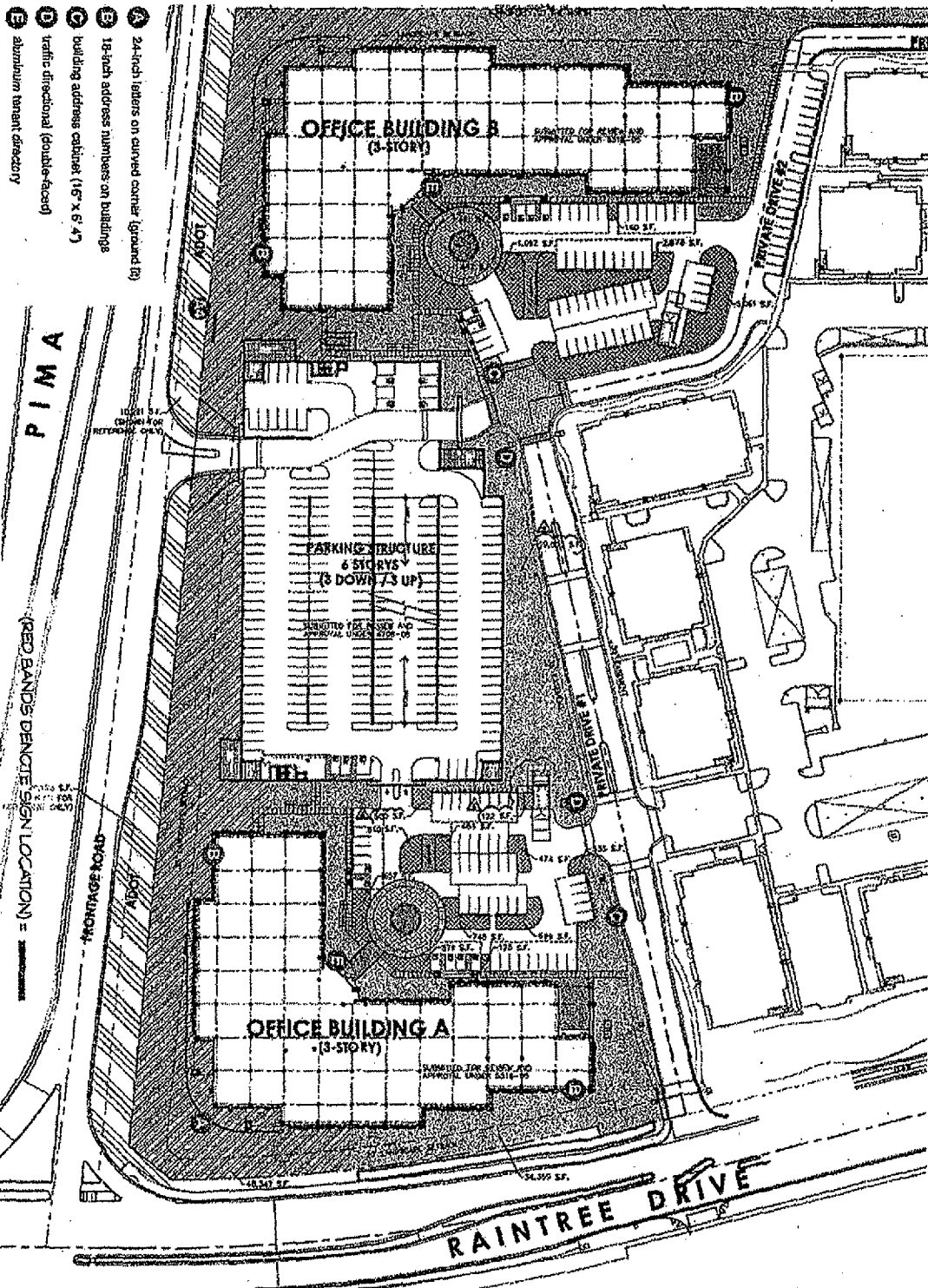
By: _____
Its: _____

LANDLORD:

RCC SOUTH, LLC,
a Delaware limited liability company

By: _____
Its: _____

EXHIBIT F
SIGN LOCATIONS



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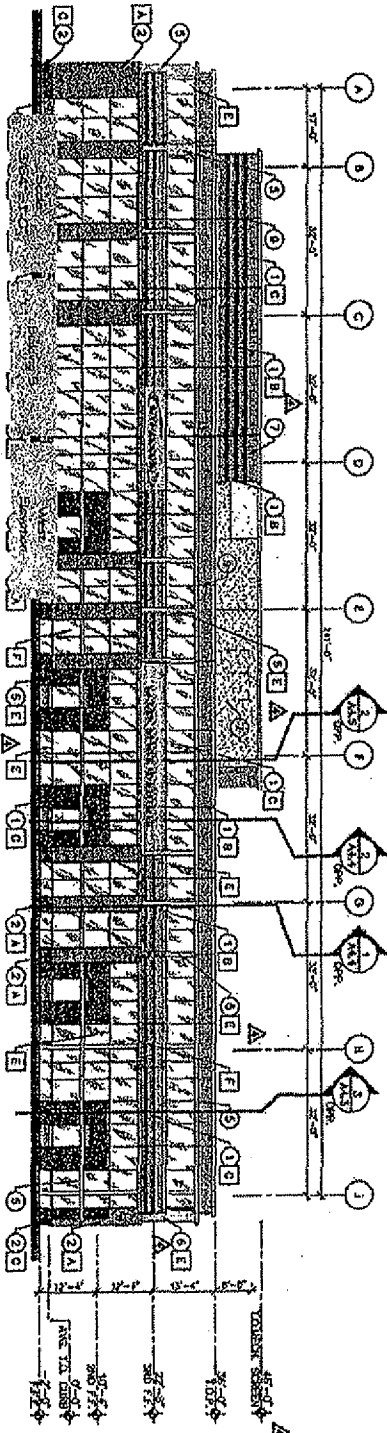
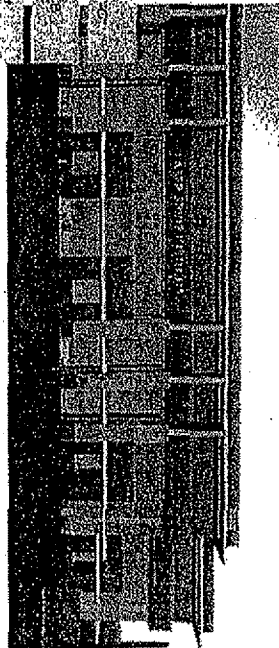
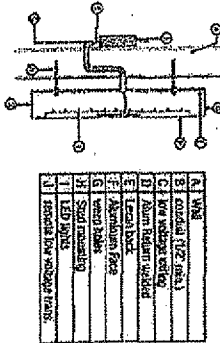
LASER SPINE INSTITUTE

REVERSE CHANNEL
LASER SPINE INSTITUTE

FIGURE 6 Detail view (1) set of RSC, laser channel letters with 5" deep channel, white LED's & printed MAP Board, Aluminum 2024, Letters to be mounted 1" away from the backing fabric to provide proper halo effect.

NOTE: Field Verify All Welds & Seal Before Fabrication

RSC Letter / LED's - Cross Section Detail



CONTACT INFORMATION

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 702-735-1249
 702-735-1250

LASER SPINE INSTITUTE

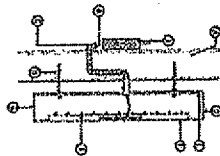
28-4-22

Scale:
3/8" = 1'-0"

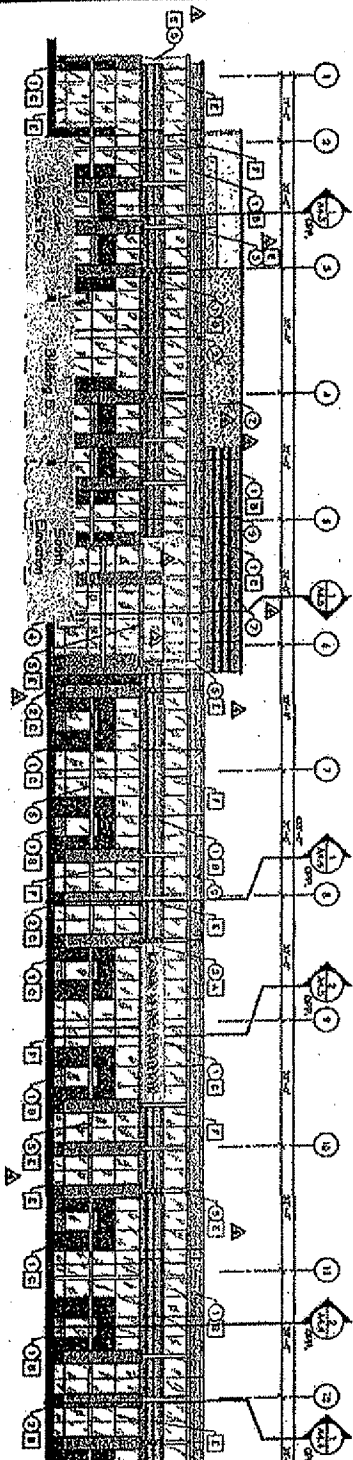
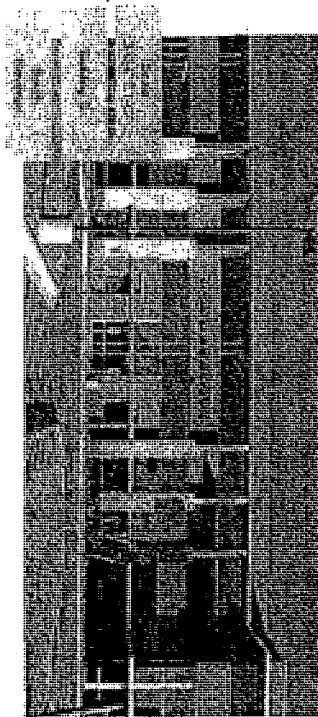
Features & Detail are (1) set of R.D.C. load-bearing lintels with 3" deep returns. White LEED's & painted Maple Brushed Aluminum 3016. Lintels to be mounted 1" away from the building facade to provide proper hole effect.

NOTE Read carefully. All Used Suits Expires 12/31/2010

RESEARCHER/LEADS - CROSS SECTION DATA



| | |
|---|----------------------------|
| A | year |
| B | extended (112 min.) |
| C | low voltage wiring |
| D | about feature worked |
| E | broken neck |
| F | Abraham's Father |
| G | warm boots |
| H | Stacy rooming |
| I | LED lights |
| J | remains low voltage parts. |



**LASER SPINE
INSTITUTE**

CHEN H. DING
Hokuro Co., Ltd.

05/19/00

Call 800-421-0896.
Pharmacia, At 28909
000-279-4106
Fax: 800-279-0114
E-mail: Am1 Drug@Pharmacia.com

00-02453

Cambridge

[illegible]

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Dr. C. S. Smith

1535

1998

100

Figure 1

2010

[illegible]

11/11/2011 11:11:11 AM

My first job

METHODS

THE UNIVERSITY OF CHICAGO

THE

[illegible]

参考文献

Expenditure

2242

1

2/22/2017

08-0

LASER SPINE INSTITUTE

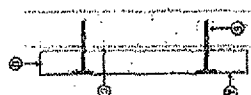


SCREEN WALL DISPLAY



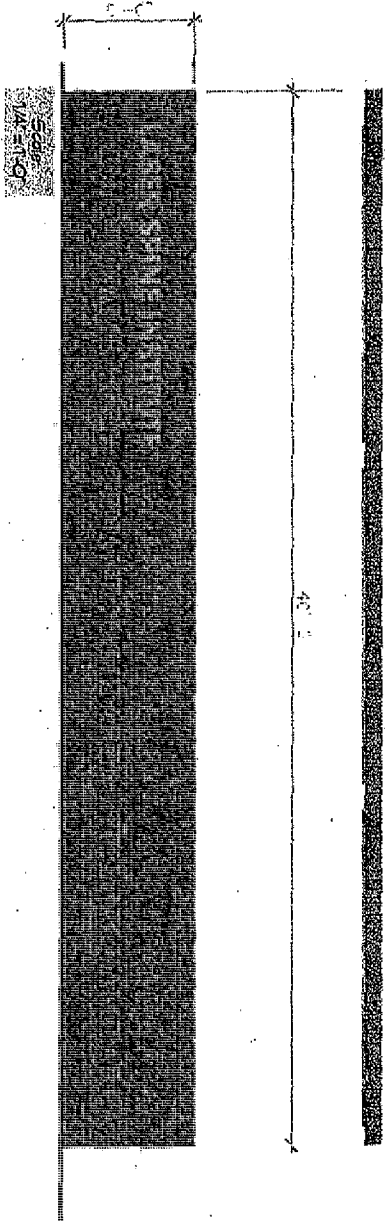
Fabricate & install one (1) set of reverse pan flange, 2" deep aluminum letters painted RAL 30016. Banded Aluminum. Cap mount 1/2" off of existing masonry wall.

Non-Illuminated RPC - Cross Section Detail



| | |
|---|------------------|
| A | RPC metal letter |
| B | RPC mounting |
| C | Wall surface |
| D | Weld hole |

TOP VIEW



Client

LASER SPINE
INSTITUTE

1400 N. 31st Ave.
Phoenix, AZ 85016
Phone: 602.955.1100
Fax: 602.955.1101
Email: info@laser-spine.com
Website: www.laser-spine.com



2021 N. 31st Ave.
Phoenix, AZ 85016
Phone: 602.955.1100
Fax: 602.955.1101
Email: info@laser-spine.com
Website: www.laser-spine.com

Design: Laser Spine Institute
Fabrication: Laser Spine Institute
Installation: Laser Spine Institute
Maintenance: Laser Spine Institute
Project Manager: Laser Spine Institute
Client: Laser Spine Institute



08-1228

EXHIBIT G

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

iStar FM Loans LLC
c/o iStar Financial Inc.
2727 East Imperial Highway
Brea, California 92821-6713
Attention: Commercial Real Estate Asset Management
Loan No.: 950115101

[Space Above For Recorder's Use Only]

NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**"), dated as of May __, 2008, is made by and among RCC SOUTH, LLC, a Delaware limited liability company ("**Landlord**"), LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company ("**Tenant**"), and iSTAR FM LOANS LLC, a Delaware limited liability company ("**Lender**"), with respect to the following:

RECITALS

A. Landlord is the owner of the real property described on Exhibit A attached hereto, together with the improvements now or hereafter located thereon (collectively, the "**Project**").

B. Landlord and Lender's predecessor-in-interest, Fremont Investment & Loan, a California industrial bank ("**Fremont**"), are parties to that certain Loan and Security Agreement dated as of December 21, 2006 (the "**Loan Agreement**"), pursuant to which Fremont agreed to make a loan to Landlord (the "**Loan**"). The Loan is evidenced by that certain Secured Promissory Note dated December 21, 2006, in the original principal amount of the Loan, made by Landlord and payable to Fremont (the "**Note**"). The Note is secured, inter alia, by that certain Deed of Trust and Fixture Filing dated as of December 21, 2006, executed by Landlord for the benefit of Fremont, encumbering the Project and recorded in the Official Records of Maricopa County, Arizona (the "**Recording Location**"), on December 21, 2006, as Instrument No. 2006-1668979 (the "**Security Instrument**"), and by that certain Assignment of Rents (and Leases) dated as of December 21, 2006, executed by Landlord in favor of Fremont, encumbering the Project and recorded in the Recording Location on December 21, 2006, as Instrument No. 2006-1668980 (the "**Assignment of Rents**"). The Loan Agreement, the Note, the Security Instrument, the Assignment of Rents and all other documents evidencing and/or securing the Loan, together with all renewals, substitutions, extensions, modifications or replacements thereof, are collectively referred to herein as the "**Loan Documents**."

C. Pursuant to that certain Assignment and Assumption of Notes, Mortgages and Other Loan Documents Fremont recorded in the Recording Location on July 9, 2007, as

Instrument No. 2007-0776955, has previously assigned all of its right, title and interest in the Loan (including the Loan Documents) to Lender.

D. Tenant and Landlord have entered into that certain Office Lease dated May 5, 2008 (the "**Lease**"), pursuant to which Landlord has leased to Tenant a portion of the Project more particularly described in the Lease (the "**Leased Premises**").

E. Lender has required the execution and delivery of this Agreement as a condition precedent to Lender's approval of the Lease.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. When used herein, the following initially-capitalized terms shall have the following meanings:

"**Attorneys' Fees**," "**Attorneys' Fees and Costs**," "**attorneys' fees**" and "**attorneys' fees and costs**" mean the reasonable fees and expenses of counsel to the applicable party, which may include, without limitation, printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "**attorneys' fees**" or "**attorneys' fees and costs**" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, arbitrations, bankruptcy proceedings and any post-judgment proceedings to collect any judgment, and whether or not any action or proceeding is brought with respect to the matter for which such fees and expenses were incurred. The provisions allowing for the recovery of post-judgment fees, costs and expenses are separate and several and shall survive the merger of this Agreement into any judgment.

"**Cure Period**" means any cure period set forth in this Agreement, and if none is provided, within thirty (30) days after any notice of any failure, or if a cure cannot reasonably be effected during the thirty (30) day period, within such additional time (not to exceed ninety (90) days) as may be necessary to effectuate the cure; provided, however, that such cure has been commenced within ten (10) days of notice of the failure, and is proceeding diligently.

"**Governing State**" means Arizona.

"**Purchaser**" means a transferee (including, without limitation, Lender and its affiliates and subsidiaries) which acquires the interest of Landlord in the Leased Premises through a foreclosure of the Security Instrument or a deed in lieu or in aid thereof, and its successors and assigns.

2. Loan Disbursements. Tenant agrees and acknowledges that in making disbursements of the Loan, Lender is under no obligation or duty to, nor has Lender represented that it will, see to the application of the Loan proceeds by the person or persons to whom Lender disburses the Loan proceeds, and any application or use of the Loan proceeds for purposes other

than those provided for in the Loan Documents shall not defeat in whole or in part the agreements set forth herein.

3. Nondisturbance and Attornment.

3.1 If the interest of Landlord under the Lease is transferred by reason of any foreclosure of the Security Instrument or by deed in lieu or in aid thereof, (a) Purchaser shall be bound to Tenant, and Tenant shall be bound to Purchaser, under all of the terms, covenants and conditions of the Lease (except as provided in Section 6) for the balance of the term thereof, with the same force and effect (except as provided in Section 6) as if Purchaser were the original landlord under the Lease and Purchaser shall not disturb Tenant's possession of the Leased Premises pursuant to (and except as permitted under) the Lease, subject, however, to Tenant's compliance with the material terms, provisions and conditions of this Agreement within the Cure Period; and (b) Tenant shall attorn to Purchaser as the landlord under the Lease, which attornment shall be effective and self-operative without the execution of any further instruments, upon Purchaser's succeeding to the interest of the landlord under the Lease, subject, however, to Purchaser's compliance with the material terms, provisions and conditions of this Agreement within the Cure Period.

3.2 So long as (i) Tenant is not in default in the performance of any of the terms, provisions and conditions contained in the Lease beyond any notice and cure period expressly set forth therein, and (ii) Tenant complies with the terms, provisions and conditions of this Agreement, then:

3.2.1 Tenant shall not be named or joined in any foreclosure, trustee's sale or other proceeding to enforce the Security Instrument unless such joinder is required by law, including, without limitation, to perfect such foreclosure, trustee's sale or other proceeding, and if such joinder is required, Lender shall continue to comply with all of the terms, provisions and conditions of this Section 3; and

3.2.2 Without limiting any of the terms of the Lease, enforcement of the Security Instrument shall not terminate the Lease or, subject to Section 3.3 disturb Tenant in the possession and use of the Leased Premises.

3.3 Tenant expressly acknowledges and agrees that a default by Tenant under the Lease, after the expiration of any applicable cure periods provided for under the Lease, (i) shall entitle Lender to exercise any or all of its rights and remedies under the Lease and/or at law or in equity by reason thereof, and (ii) shall not terminate Tenant's attornment agreements or any other agreements by Tenant set forth herein.

3.4 If the Lease is terminated in connection with the enforcement of the Security Instrument as provided in Section 3.2.1, or in connection with any bankruptcy proceeding instituted with respect to Landlord, or other similar termination other than by reason of a right under the Lease or this Agreement, or a default by any of the parties to the Lease or hereto remaining uncured at the expiration of any applicable cure period, then within twenty (20) days after the written request of Purchaser or Tenant, Purchaser and Tenant shall enter into a new

lease of the Leased Premises for the balance of the then remaining term of the Lease and upon the same terms and conditions as are then contained in the Lease.

4. Tenant Agreements. Tenant agrees that:

4.1 Tenant shall send a copy of any notice of a default by Landlord under the Lease to Lender at the same time such notice is sent to Landlord.

4.2 Without Lender's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall not (i) pay any rent (however denominated) or other charges under the Lease more than one (1) month in advance (provided that Lender may, without limitation, condition its consent to any such prepayment on the deposit of such amounts with Lender), (ii) cancel, terminate or surrender the Lease, except at the normal expiration of the Lease term or as expressly provided for in the Lease or pursuant to applicable law, or (iii) enter into any amendment or modification of the Lease that provides Tenant with a right or option to purchase the Leased Premises; provided, however, that any such amendment or modification of the Lease entered into without Lender's prior written consent shall not be valid.

4.3 In the event Landlord fails to enforce its rights and/or remedies under the Lease (whether before or after occurrence of an Event of Default or Potential Default), Lender shall have the standing and right to do so, by injunction or otherwise, as if Lender was a party to the Lease, and, in the event Lender does so, Tenant shall only be required to interact with Lender (and not with Landlord) in connection therewith. In complying with the provisions of this Section 4.3, Tenant shall be entitled to rely solely upon enforcement notices given by Lender and Landlord hereby indemnifies and agrees to defend and hold Tenant harmless for, from and against any and all expenses, loss, claims, damage or liability arising out of Tenant's compliance with such enforcement of the rights and/or remedies under the Lease by Lender made in good faith in reliance on and pursuant to such notice.

4.4 Any right of first offer, right of first refusal or purchase option set forth in the Lease or in any other agreement shall not apply to, or be exercisable by Tenant with respect to, the transfer of the Project and/or the Leased Premises through the foreclosure of the Security Instrument or a deed in lieu or in aid thereof or to any subsequent transfer by Purchaser.

5. Assignment of Rents. Tenant agrees to recognize the assignment from Landlord to Lender of the Lease and the amounts payable thereunder pursuant to the Assignment of Rents and, in the event of any default by Landlord under the Loan Documents and the expiration of any applicable cure period expressly set forth therein, Tenant shall pay to Lender, as such assignee, the rents and other amounts which are or become due under the Lease from and after the date on which Lender gives Tenant notice that such rent and other amounts are to be paid to Lender pursuant to the Assignment of Rents. In complying with the provisions of this Section 5, Tenant shall be entitled to rely solely upon the notices given by Lender pursuant to the Assignment of Rents and Landlord hereby indemnifies and agrees to defend and hold Tenant harmless for, from and against any and all expenses, loss, claims, damage or liability arising out of Tenant's compliance with such notice or performance of the obligations under the Lease by Tenant made in good faith in reliance on and pursuant to such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with the provisions hereof. Any

dispute between Lender (or any other Purchaser) and Landlord as to the existence or nature of a default by Landlord under the terms of the Loan Documents or with respect to the foreclosure of the Security Instrument, shall be dealt with and adjusted solely between Lender (or such other Purchaser) and Landlord, and Tenant shall not be made a party thereto (unless joinder is required by law).

6. Lender's Obligations. Nothing in this Agreement and no action taken by Lender to enforce any provision in the Lease shall be deemed or construed to constitute an agreement by Lender to perform or assume any covenant of Landlord as landlord under the Lease unless and until Lender obtains title to the Leased Premises by foreclosure of the Security Instrument or a deed in lieu or in aid thereof. Without limiting any of Tenant's rights against Landlord under the Lease, in the event Lender acquires title to the Leased Premises, Lender shall:

6.1 Only be liable for any damage or other relief attributable to any act or omission accruing during Lender's period of ownership of the Leased Premises, regardless of whether such acts or omissions commenced prior to such period of ownership. For example, if the Lease provides that the failure of Landlord to repair a hole in the roof entitles Tenant to offset rent for the number of days that the roof is not repaired, and if the hole in the roof occurred sixty (60) days prior to Lender's acquisition of title and was not repaired for another thirty (30) days after Lender's acquisition of title, Tenant would only be entitled to offset against its rental obligations owed to Lender thirty (30) days rental and would retain a claim against Landlord for sixty (60) days rental;

6.2 Only be responsible for representations, warranties, covenants and indemnities of Landlord to the extent that such representations, warranties, covenants and indemnities apply to the Project and relate to the operation of the Project during Lender's period of ownership of the Leased Premises;

6.3 Be liable only for any security deposit actually delivered to Lender; and

6.4 Have its obligations and liabilities limited to the then interest, if any, of Lender in the Project, without consideration of any mortgage liens placed on the Project by Lender. Tenant shall look exclusively to such interest of Lender, if any, in the Project for the payment and discharge of any obligations imposed upon Lender hereunder or under the Lease and Tenant hereby releases Lender from any other liability hereunder and under the Lease.

Nothing contained in this Section 6 shall be deemed to limit or affect Tenant's claims, offsets and defenses against Landlord for any breaches of Landlord's obligations under the Lease, or for any breaches of Landlord's representations, warranties, covenants or indemnities under the Lease, or for return of any security deposit under the Lease, and no transfer of the Project to Lender shall release Landlord from any of its Lease obligations, notwithstanding anything to the contrary in the Lease.

7. Estoppel Certificate. Tenant agrees, from time to time, within ten (10) business days after Lender's written request, to execute and deliver to Lender or Lender's designee, any estoppel certificate reasonably requested by Lender, stating that the Lease is in full force and effect, the date to which rent has been paid, that Landlord is not, to Tenant's knowledge, in

default under the Lease (or specifying in detail the nature of Landlord's default), and such other matters relating to the Lease as may be reasonably requested by Lender. To the extent any certifications made by Tenant are made to Tenant's knowledge, such certifications shall be based on the actual (as distinguished from implied, imputed or constructive) knowledge of the managers of Tenant as of the date of the estoppel certificate, without making, or having any obligation to make, any investigation or inquiry whatsoever with respect thereto. The managers are named solely for the purpose of defining and narrowing the scope of Tenant's knowledge and not for the purpose of imposing any liability on, or creating any duties running from, the individuals holding such positions to any party relying on the estoppel certificate, and in no event shall the individuals holding such positions be personally liable for any certification contained in an estoppel certificate.

8. No Merger. The parties agree that, without Lender's prior written consent, which may be withheld in Lender's good faith sole discretion, Landlord's estate in and to the Project and the leasehold estate created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the union of such estates in Landlord, Tenant or any third party by purchase, assignment or otherwise.

9. Entire Agreement. This Agreement shall be the whole and only agreement among the parties hereto with regard to the matters set forth herein, and shall supersede and cancel any prior agreements with respect thereto, including, without limitation, any provisions contained in the Lease relating thereto.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document, which may be recorded.

11. Modifications, Successors and Assigns. This Agreement may only be modified in writing signed by all of the parties hereto or their respective successors in interest. This Agreement, including without limitation the provisions of Section 6, shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

12. Attorneys' Fees. If any lawsuit or other proceeding is commenced which arises out of, under or in connection with, or which relates to, this Agreement, including, without limitation, any alleged tort action, the prevailing party shall be entitled to recover from each other party to such lawsuit or proceeding such sums as the court or other party presiding over such lawsuit or proceeding may adjudge to be reasonable attorneys' fees and costs in the lawsuit or proceeding, in addition to costs and expenses otherwise allowed by law. Any such attorneys' fees and costs incurred by any party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment and shall survive and not be merged into any such judgment. The obligation to pay such attorneys' fees and costs is intended to be severable from the other provisions of this Agreement.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Governing State.

14. WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CONTROVERSY OR CLAIM, WHETHER ARISING IN TORT OR CONTRACT OR BY STATUTE OR LAW, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF), OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY IN CONNECTION HERewith. EACH PARTY ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ENTERING INTO THIS AGREEMENT AND THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THIS WAIVER. THE PARTIES HERETO ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION 14 IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL.

15. Consent to Jurisdiction. The parties hereto hereby consent to the jurisdiction of any state or federal court located within the Governing State in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement (and further agree not to assert or claim that such venue is inconvenient or otherwise inappropriate or unsuitable) and waive personal service of any and all process upon them and consent that all service of process be made by certified mail directed to the parties at the addresses set forth in this Agreement.

16. Notices. Any notice, or other document or demand required or permitted under this Agreement shall be in writing addressed to the appropriate address set forth below and shall be deemed delivered on the earliest of (a) actual receipt, (b) the next business day after the date when sent by recognized overnight courier for next business day delivery, or (c) the second business day after the date when sent by certified mail, postage prepaid. Any party may, from time to time, change the address at which such written notices or other documents or demands are to be sent, by giving the other parties written notice of such change in the manner hereinabove provided. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept delivery.

To Lender:

iStar FM Loans LLC
c/o iStar Financial Inc.
1114 Avenue of the Americas
New York, New York 10036
Attention: Chief Operating Officer
Reference: Loan No. 950115101

With copies to:

iStar FM Loans LLC
c/o iStar Financial Inc.
2425 Olympic Boulevard, 3rd Floor East
Santa Monica, California 90404
Attention: Alec G. Nedelman, Senior Vice President of
Business and Legal Affairs
Reference: Loan No. 950115101

iStar Asset Services Inc.
180 Glastonbury Boulevard, Suite 201
Glastonbury, Connecticut 06033
Attention: President
Reference: Loan No. 950115101

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693
Attention: Marcia W. Sullivan, P.C.
Reference: Loan No. 950115101

To Landlord:

RCC South, LLC
c/o Cavan Management Services, L.L.C.
15333 North Pima Road, Suite 305
Scottsdale, Arizona 85260
Attention: Property Management

To Tenant:

Laser Spine Surgery Center of Arizona, LLC
3001 North Rocky Point Drive, Suite E
Tampa, Florida 33607
Attention: Mr. Phil Garcia

With copies to:

Laser Spine Surgery Center of Arizona, LLC
8888 East Raintree Drive
Scottsdale, Arizona 85269
Attention: Mr. Phil Garcia

Brooks C. Miller, Esq.
200 South Biscayne Boulevard, Suite 1690
Miami, Florida 33131-2311

Snell & Wilmer L.L.P.
One Arizona Center
Phoenix, Arizona 84004-2202
Attention: Joyce Kline Wright, Esq.

17. Tenant Improvements Account.

A. Pursuant to the Lease, Landlord is obligated to fund the following amounts to Tenant: (a) \$1,260,350 in connection with the completion of the tenant improvements at the initial phase of the Leased Premises constituting 25,207 rentable square feet (the "**Initial TI Allowance**") and (b) \$506,750 in connection with the completion of the tenant improvements at the additional phase of the Leased Premises (the "**Additional Phase**") constituting 10,135 rental square feet (the "**Additional TI Allowance**"). The Initial TI Allowance together with the Additional TI Allowance shall be referred to herein as the "**TI Funds**". Within ten (10) days of the date of this Agreement, Lender will deposit a portion of the Loan proceeds in the amount of the Initial TI Allowance with Stewart Title & Trust of Phoenix, Inc. ("**Escrow Holder**") to be held in an account with Escrow Holder (the "**TI Fund Account**"). Within ten (10) days of Lender's receipt of written request from Tenant for the Additional TI Allowance and Lender's receipt of evidence that the commencement date of the Lease related to the Additional Phase occurred, Lender shall deposit Loan proceeds in the amount of the Additional TI Allowance into the TI Fund Account. Notwithstanding anything contained herein to the contrary, in no event shall the total amount of TI Funds funded by Lender exceed \$1,767,100.

B. Concurrently herewith, Landlord, Lender, Tenant and Escrow Holder shall enter into that certain Escrow Account Control Agreement which governs the maintenance and disbursement of the TI Funds (the "**Control Agreement**"). Within ten (10) days of Tenant's request for a disbursement of the TI Funds and following Tenant's satisfaction of the obligations set forth on Exhibit B attached hereto and subject to the terms and conditions set forth in Exhibit B, Lender shall authorize Escrow Holder to release the respective portion of the TI Funds to Tenant. Tenant shall only apply TI Funds as a payment of, or a reimbursement for, costs incurred by Tenant in connection with the tenant improvement work performed at the Leased Premises in accordance with the terms and conditions of the Lease and for other costs related to the TI Fund Account as specifically provided in the Control Agreement and for no other purpose.

C. Pursuant to the terms of the Control Agreement, Tenant is responsible for payment to Landlord of the amount of the interest accruing under the Note on the TI Funds then on deposit in the TI Fund Account (the "**Tenant Interest Payments**"). Following Landlord's payment of a monthly payment of interest under the Note to Lender, Landlord shall submit a written request to Lender for Lender to authorize a disbursement of TI Funds from the TI Fund Account in the amount of the applicable Tenant Interest Payment for such month. Within ten (10) days of Lender's receipt of such written request from Landlord and confirmation of the amount of TI Funds then on deposit, Lender shall submit the necessary documentation to authorize such disbursement of TI Funds.

D. In addition to Tenant's rights to request disbursements of TI Funds from the TI Fund Account, Landlord may request disbursements of TI Funds from the TI Fund Account to pay for certain improvements at the Project required to be constructed by Landlord pursuant to the Lease, including, without limitation, the installation of the generator pad at the Project (the "**Landlord Obligations**"). Upon Landlord's request for a disbursement of the TI Funds and following Landlord's satisfaction of the obligations set forth in Exhibit A of the Note and subject to the terms and conditions set forth in Exhibit A of the Note, Lender shall authorize Escrow Holder to release the respective portion of the TI Funds to or for the benefit of Landlord. Landlord shall only apply the TI Funds as a payment of, or a reimbursement for, costs incurred by Landlord in connection with the Landlord Obligations. Tenant hereby acknowledges and

agrees that a portion of the TI Funds are not payable to Tenant and will be paid to Landlord in connection with the Landlord Obligations.

E. Notwithstanding the foregoing, nothing contained herein shall cause Tenant to be a third party beneficiary under the Loan Documents nor shall Lender's rights, obligations and liabilities with respect to the disbursement of funds pursuant to the terms and conditions of the Loan Documents be impacted by this Agreement except as specifically provided in this Section 17.

F. Landlord expressly acknowledges and agrees that the funding of the TI Funds into the TI Fund Account constitutes a "Subsequent Advance" (as defined in the Note) of funds from the Holdback for Leasing (as defined in the Note). Upon the funding of the TI Funds, funds in the Holdback for Leasing shall be reduced dollar for dollar for each dollar of TI Funds deposited into the TI Fund Account and interest shall accrue on the TI Funds from the date funded by Lender into the TI Fund Account accordance with the terms and conditions of the Note, regardless of whether (a) the TI Funds, or portions thereof, are either not immediately disbursed by Escrow Holder to Tenant or Borrower or (b) Borrower or Tenant have access to such TI Funds except upon the satisfaction of the funding conditions set forth in Exhibit B and/or the Note. Landlord and Lender hereby agree that, notwithstanding any provisions in Exhibit A of the Note to the contrary, a portion of the TI Funds will be disbursed to pay costs, fees and expenses associated with the TI Fund Account and not solely to pay for costs of construction of the tenant improvements at the Premises.

[This Space Intentionally Left Blank; Signatures On The Next Page]

IN WITNESS WHEREOF, the parties have duly executed and delivered this
Nondisturbance and Attornment Agreement.

LANDLORD:

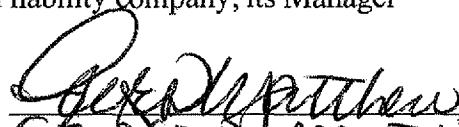
RCC SOUTH, LLC, a Delaware limited liability company

By: Cavan Management Services, L.L.C., an Arizona
limited liability company, its Manager

By:

Name:

Its:


GEORGE D. MATTHEW
V.P.

TENANT:

LASER SPINE SURGERY CENTER OF ARIZONA,
LLC, an Arizona limited liability company

By:

Phil Garcia, its Managing Member

LENDER:

iSTAR FM LOANS LLC, a Delaware limited liability
company

By:

Name:

Its:

[LANDLORD NOTARY]

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me, a notary public, this _____ day of May, 2008, by _____, as _____ of Cavan Management Services, L.L.C., an Arizona limited liability company, on behalf of Landlord.

Notary Public

My commission expires:

_____, _____

[TENANT NOTARY]

STATE OF _____)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me, a notary public, this _____ day
of May, 2008, by _____, as _____
of Laser Spine Surgery Center of Arizona, LLC, an Arizona limited liability company.

Notary Public

My commission expires:

_____, _____

[LENDER NOTARY]

STATE OF _____)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me, a notary public, this _____ day
of May, 2008, by _____, as _____
of iStar FM Loans LLC, a Delaware limited liability company.

Notary Public

My commission expires:

_____, _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF SCOTTSDALE, COUNTY OF MARICOPA, STATE OF ARIZONA, HAVING A STREET ADDRESS OF 8800, 8840 AND 8888 EAST RAINTREE DRIVE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

LOT 2A, RESULTS OF SURVEY RAINTREE CORPORATE CENTER, ACCORDING TO BOOK 792 OF MAPS, PAGE 32, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

LOT 7 (OR THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER) IN SECTION 7, TOWNSHIP 3 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST 45 FEET THEREOF; AND

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AND EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM UNITED STATES OF AMERICA.

EXHIBIT B

(i) Lender shall authorize disbursement of funds from the TI Fund Account prior to July 1, 2010 (the "**Advance Termination Date**"), not more frequently than once per calendar month, to reimburse Tenant for reasonable costs incurred by Tenant for the completion of tenant improvements pursuant to the Lease ("**TI Costs**"). For the purposes hereof, TI Costs shall be deemed to have been "incurred" by Tenant when the labor has been performed or the materials have been supplied and incorporated in the Project, payment therefor has been made by Tenant to the applicable material supplier, contractor or subcontractor. All funds authorized for disbursement from the TI Fund Account by Lender shall be used solely for the reimbursement to Tenant of applicable TI Costs previously paid by Tenant.

(ii) The following are conditions precedent to the disbursement of funds from the TI Fund Account to Tenant as a reimbursement to Tenant for costs incurred by Tenant in connection with the construction of tenant improvements at the Project: (a) Lender shall have received evidence reasonably satisfactory to Lender that the commercial real estate brokers have waived their liens pursuant to Arizona Revised Statutes Section 33-1071, (b) Lender shall have received evidence satisfactory to Lender that the TI Costs covered by such Request for Disbursement (as defined below) have been paid by Tenant as provided herein, including, without limitation, invoices, bills of sale, statements for payment and evidence of such payment by Tenant; (c) Lender shall have received evidence reasonably satisfactory to Lender that the tenant improvements covered by such Request for Disbursement have been completed in a good and workmanlike manner, in compliance with all applicable Laws and in a manner reasonably acceptable to Lender and otherwise in compliance with the Lease; (d) at Lender's election, Lender and/or Lender's third-party consultant shall have inspected and reasonably approved the tenant improvements covered by such Request for Disbursement; (e) Lender shall have received original, conditional Lien Releases (as defined herein) with respect to such disbursement from each material supplier, contractor and subcontractor who was paid by Tenant and for which reimbursement is being requested; (f) Lender shall have received original, unconditional Lien Releases with respect to all prior disbursements of the funds from the TI Fund Account from each materials supplier, contractor and subcontractor who was paid by Tenant from funds from any prior disbursement from the TI Fund Account; and (g) Lender shall have received evidence reasonably satisfactory to Lender that Tenant is diligently pursuing the completion of the applicable tenant improvements in accordance with the terms of the Lease, and Lender shall have reasonably determined that the completion of such tenant improvements is reasonably likely to occur on or before the date required by the Lease. For purposes herein, "Request for Disbursement" shall mean a written request executed by Tenant for the disbursement of funds from the TI Fund Account, in form reasonably acceptable to Lender and "Lien Releases" shall mean conditional and unconditional lien releases, as applicable, in the form reasonably satisfactory to Lender.

(iii) The following are conditions precedent to the disbursement of funds from the TI Fund Account directly to materials suppliers, contractors and subcontractors in connection with the construction of tenant improvements at the Project: (a) Lender shall have received evidence reasonably satisfactory to Lender that the commercial real estate brokers have waived their liens pursuant to Arizona Revised Statutes Section 33-1071, (b) Lender shall have received evidence

reasonably satisfactory to Lender that the tenant improvements covered by such Request for Disbursement have been completed in a good and workmanlike manner, in compliance with all applicable Laws and in a manner reasonably acceptable to Lender and otherwise in compliance with the Lease; (c) at Lender's election, Lender and/or Lender's third-party consultant shall have inspected and reasonably approved the tenant improvements covered by such Request for Disbursement; (d) Lender shall have received original, conditional Lien Releases (as defined herein) with respect to such disbursement from each material supplier, contractor and subcontractor who will receive funds from such disbursement from the TI Fund Account; (e) Lender shall have received original, unconditional Lien Releases with respect to all prior disbursements of the funds from the TI Fund Account from each materials supplier, contractor and subcontractor who received funds from any prior disbursement from the TI Fund Account; and (f) Lender shall have received evidence reasonably satisfactory to Lender that Tenant is diligently pursuing the completion of the applicable tenant improvements in accordance with the terms of the Lease, and Lender shall have reasonably determined that the completion of such tenant improvements is reasonably likely to occur on or before the date required by the Lease.

(iv) Notwithstanding anything to the contrary set forth herein, in the event Lender determines, in its good faith sole discretion, that (a) Tenant is not reasonably likely to occupy or continue occupying the Leased Premises, (b) Tenant or any guarantor of the Lease is not reasonably likely to perform any of its material obligations under such Approved Lease or guaranty, or (c) there has been a material adverse change in the assets, net worth, financial condition or management or operational capability of Tenant or any guarantor under the Lease, Lender shall have no obligation to authorize any disbursements from the TI Fund Account.

EXHIBIT H

Prepared for:

**Raintree Corporate Center
15333 N. Pima Drive
Scottsdale, AZ 85260**

Areas to be Serviced

Entry, Lobby and Hallways

Office Areas

Restrooms

Kitchens/Break Rooms

Elevators and Stairwells

Cleaning Specifications for:

Raintree Corporate Center

| Area and Service Description | Frequency |
|---|------------------|
| Entry, Lobby and Hallways | |
| Dust and clean all fixtures and office furniture including file cabinets, desks, credenzas, countertops and display units. Properly position all furniture. | 5/W |
| Empty all waste paper receptacles, reline and wipe down if necessary. Take all trash to designated location for removal. | 5/W |
| Remove smudges and fingerprints from glass entrance doors and all internal glass partitions. | 5/W |
| Vacuum all carpeted areas. Use spot cleaners on fresh spots. Note: Not all spots can be removed. Stubborn or old spots need to be shampooed. | 5/W |
| Dust mop all hard floor surfaces. | 5/W |
| Damp mop all hard floor surfaces. | 5/W |
| Straighten magazines in lobby. | 5/W |
| Dust window sills. | 1/W |
| Sweep outside walkways. | 1/W |
| Dust all Venetian/vertical blinds. | 1/M |
| Office Areas | |
| Dust all exposed horizontal surfaces and fixtures, including desktops, files, chairs, tables, pictures and window sills. | 5/W |
| Empty all waste paper receptacles, reline and wipe down if necessary. Take all trash to designated location for removal. | 5/W |
| Remove smudges and fingerprints from internal glass partitions. | 5/W |
| Glass table top desks to be cleaned with glass cleaner. | 1/W |
| Remove spots from all doors, door frames and light switches. | 1/W |
| +++Center Lobby Stairs 5/W | |
| Sweep and Damp mop; wipe metal handrails and wood bases. Spot clean partition glass. | |

Cleaning Specifications for:

Raintree Corporate Center

| Area and Service Description | Frequency |
|--|------------------|
| Office Areas con't. | |
| Brush down all fabric type furniture. Wipe down plastic and leather furniture. | 1/M |
| Dust all high and low shelves, surfaces and corners beyond the reach of normal dusting. | 1/M |
| Dust all Venetian/vertical blinds. | 1/M |
| Dust all chairs and table legs. Clean and dust all base boards. | 1/M |
| Clean and sanitize all telephones. | 1/M |
| Kitchens/Break Rooms | |
| Clean and disinfect kitchen/lunch room tables, counters and sinks, clean outside of microwaves and refrigerators. | 5/W |
| Remove spots from doors, door frames and light switches. | 5/W |
| Dust all high and low shelves, surfaces and corners beyond the reach of normal dusting. | 1/M |
| Brush down all fabric type furniture. Wipe down plastic and leather furniture. | 1/M |
| Dust all chairs and table legs. Clean and dust base boards. | 1/M |
| Empty waste paper receptacles, reline if necessary. Take all trash to designated location for removal. (Does not include infectious waste). | 5/W |
| Vacuum all carpeted traffic areas, use spot cleaners on fresh spots. Note: Not all spots can be removed. Stubborn or old spots need to be shampooed. | 5/W |
| Dust mop/damp mop all hard floor surfaces. | 5/W |
| Restrooms | |
| Empty waste paper receptacles, reline if necessary. Take all trash to designated location for removal. | 5/W |

Cleaning Specifications for:

Raintree Corporate Center

| Area and Service Description | Frequency |
|---|------------------|
| Restrooms con't. | |
| Dust mop, damp mop and disinfect all restroom floors. | 5/W |
| Clean, disinfect and polish all restroom fixtures, dispensers, sinks, toilet bowls and urinals. | 5/W |
| Clean all restroom mirrors and metallic surfaces. | 5/W |
| Re-stock soap, toilet paper, paper towels, toilet seat covers and sanitary napkin dispensers. | 5/W |
| Wash and sanitize restroom partitions. | 1/W |
| Pour water into floor drains. | 1/W |
| Dust window sills. | 1/W |
| Dust all high and low surfaces beyond normal reach. | 1/W |
| Clean and disinfect kitchen/lunch room tables, counters and sinks, clean outside of microwaves and refrigerators. | 5/W |
| Elevators and Stairwells | |
| Clean elevator doors, walls, and push button plates. | |
| Remove all trash from stairwells. | |
| Damp wipe all handrails and ledges. | |
| Dust handrails, ledges and rises. | |
| Vacuum all carpeted stairs. Spot clean all fresh spots. | |
| Floor Care | |
| Monthly buffing of common area VCT tile. | 1/M |
| Scrubbing of common area tile floors. | 1/M |
| +++Parking Garage 5/W | |
| Empty and reline Trash cans | |
| Empty ash urns | |
| (Includes 2 outside cans.) | |

Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

COMPOSITE EXHIBIT B

**ASSIGNEE'S MOTION FOR ORDER COMPELLING
LESSOR RAIN TREE VENTURE OWNER, LLC TO ALLOW
ASSIGNEE ACCESS TO MAINTAIN ASSETS AND PATIENT RECORD
DATA, FOR TURNOVER OF ASSETS OF THE LASER SPINE
INSTITUTE, LLC ASSIGNMENT ESTATE, AND AWARDING SANCTIONS**

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (First Amendment) is entered into as of the 8th day of July, 2008, between RCC SOUTH, LLC, a Delaware limited liability company (Landlord) and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company (Tenant).

RECITALS

RCC SOUTH, LLC, as landlord and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, as tenant, entered into that certain Office Lease dated May 30, 2008 (the 'Lease'), covering the office space located at 8888 East Raintree Drive (the 'Building'), and known as Suite 150 (the 'Leased Premises'), Scottsdale, Arizona.

Landlord and Tenant wish to amend the Suite number to the Premises and to confirm the Commencement Date of the Term of the Lease for the Initial Premises.

Landlord and Tenant agree the Lease shall be amended as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.
2. The Premises. The suite number reflected in the Lease has been changed from Suite 150 to Suite 165.
3. The Term. The delivery date of the SNDA was June 13, 2008. Therefore, pursuant to Section 1.4 of the Lease, the Commencement Date of the Term of the Lease for the Initial Premises is and shall be June 13, 2008.
4. Remaining Lease Terms. Except as expressly amended by this First Amendment, all the terms, covenants, and conditions of the Lease remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the Lease, the provisions of this First Amendment shall control.

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

LANDLORD:

RCC SOUTH, LLC,
a Delaware limited liability company

By: Cavan Management Services, LLC,
its Manager

By: 
Authorized Signatory

TENANT:

LASER SPINE SURGERY CENTER OF
ARIZONA,
an Arizona limited liability partnership

By: 
Phil Garcia
Its: Managing Member

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is entered into as of the 15th day of December, 2008, between RCC SOUTH, LLC, a Delaware limited liability company ("Landlord") and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company ("Tenant").

RECITALS

RCC SOUTH, LLC, as landlord and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, as tenant, entered into that certain Office Lease dated May 30, 2008, as amended by that certain First Amendment to Lease dated July 8, 2008 (collectively, the "Lease"), covering the office space located at 8888 East Raintree Drive (the "Building"), and known as Suite 165 (the "Premises"), Scottsdale, Arizona.

Landlord and Tenant wish to add additional area to the Initial Premises and relocate Landlord's existing security area. The additional area will be used primarily as a "Café Area" as described in this Second Amendment.

Landlord and Tenant agree the Lease shall be amended as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. Initial Premises. The definition of "Initial Premises" shall be amended to be the area shown on the attached Exhibit A, consisting of approximately 27,124 rentable square feet, subject to final measurement as provided under Section 2.5 of the Lease. The amended Initial Premises includes an additional 1,917 of rentable square feet that will include a café area (the "Café Area"). The portion of the Café Area developed for use as a café area shall be used by Tenant as a rest and gathering area where Tenant may provide catered meals for Tenant's patients, their families and its personnel. With respect to the Café Area, Landlord and Tenant agree that (i) any food provided by Tenant shall be prepared off-site, provided that it may be assembled and reheated in chafing dishes and other typical serving equipment within the Café Area, and (ii) Tenant shall have the right to place within the Café Area a refrigerator, coffeemaker, tables, chairs, televisions and any other items reasonably determined by Tenant as necessary to adequately serve its patients, their families, and its personnel.

3. Additional Premises. The definition of "Additional Premises" shall be amended to be the area shown on attached Exhibit B, consisting of approximately 7,146 rentable square feet, subject to adjustment as provided under Section 2.5 of the Lease.

4. Premises. The definition of "Premises" shall be amended to include the Initial Premises and Additional Premises as shown on Exhibit A and Exhibit B, consisting of approximately 34,270 rentable square feet, subject to adjustment as provided under Section 2.5 of the Lease. The suite numbers for the Premises shall be 165 and 170.

5. Tenant Improvement Allowance. Tenant shall be entitled to an additional amount for the Tenant Improvement Allowance in the amount of \$50.00 per rentable square foot in the Café Area (the "Additional Allowance"). Therefore, Tenant shall be entitled to \$95,850 as Additional Allowance, and the total Tenant Improvement Allowance for work in the Initial Premises shall be \$1,356,200. The total amount of the Tenant Improvement Allowance for work in the Additional Premises shall be \$357,300. The total amount of the Tenant Improvement Allowance for the entire Premises shall be \$1,713,500. Concurrently with the execution of this Second Amendment, Landlord and Tenant shall execute a First Amendment to Escrow Account Control Agreement which shall provide that Landlord's lender shall deposit funds in the amount of the Additional Allowance with Stewart Title & Trust of Phoenix, Inc. within ten (10) days after the execution of such amendment.

6. Base Rent. Section 1.6 of the Lease is hereby deleted in its entirety and replaced with the following:

"(The actual dates of each rental period shall be subject to adjustment based on the actual Rent Commencement Dates for the Initial Premises and Additional Premises, and the Base Rent shall be subject to adjustment based on the final area measurements of the Initial Premises and Additional Premises.)

| <u>Period</u> | <u>Base Rent Per Rentable Sq. Ft.</u> | <u>Monthly Payment</u> |
|-------------------|---|------------------------|
| 1/5/09 – 1/4/10 | 12 months Free Rent for Initial Premises beginning on Rent Commencement Date | \$0.00 |
| 1/5/10 – 7/4/10 | \$28.25 (27,124 rsf) | \$63,854 |
| 7/5/10 – 11/4/10 | \$28.25 (27,124 rsf) for Initial Premises and four months Free Rent for Additional Premises | \$63,854 |
| 11/5/10 – 11/4/11 | \$28.25 (34,270 rsf) | \$80,677 |
| 11/5/11 – 11/4/12 | \$28.75 | \$82,105 |
| 11/5/12 – 11/4/13 | \$29.25 | \$83,533 |
| 11/5/13 – 11/4/14 | \$29.75 | \$84,961 |
| 11/5/14 – 11/4/15 | \$30.25 | \$86,389 |
| 11/5/15 – 11/4/16 | \$30.75 | \$87,817 |
| 11/5/16 – 11/4/17 | \$31.25 | \$89,245 |
| 11/5/17 – 11/4/18 | \$31.75 | \$90,673 |

| | | |
|-------------------|---------|----------|
| 11/5/18 – 11/4/19 | \$32.25 | \$92,101 |
|-------------------|---------|----------|

7. Tenant's Proportionate Share. Section 1.7 of the Lease is hereby deleted in its entirety and replaced with the following:

"15.34%, consisting of the proportion that the Rentable Area of the Initial Premises bears to the Rentable Area of the Building. Tenant's Proportionate Share shall be adjusted after the Commencement Date for the Additional Premises to be approximately 19.38%, consisting of the proportion that the Rentable Area of the entire Premises bears to the Rentable Area of the Building. The Rentable Area of the Building (excluding parking facilities) is 176,823 square feet. The Tenant's Proportionate Share shall be subject to adjustment as described in Section 2.5 based on the final area measurements of the Initial Premises and Additional Premises."

8. Security Office. Tenant shall construct the interior improvements for a new office for Landlord's use in operating and maintaining the security systems in the Building, in the area shown on the attached Exhibit C (the "Security Office"). With respect to the Security Office, Landlord and Tenant agree that (i) Tenant shall construct the interior improvements of the Security Office in accordance with the plans for the interior design of the Security Office dated August 4, 2008 and prepared by Phoenix Design One Architecture as Job #6192, (the "Plans"), (ii) Tenant shall be responsible for all costs and expenses related to construction of the interior improvements for the Security Office, including Landlord's costs to prepare the Plans, any costs related to permitting and cabling, and costs to repair any damage caused to common areas of the Building as a result of construction of the improvements for the Security Office, (iii) Tenant shall not be required to reimburse Landlord for architect fees in excess of \$10,000, and (iv) Tenant shall retain Jokake Construction Company to perform all construction pursuant to the Plans. If Landlord requests changes to the Plans after the date of this Second Amendment, such changes shall be subject to Tenant's approval, which may be withheld in Tenant's sole discretion, and any increased costs related to such change(s) shall be the responsibility of Landlord.

9. Penetration of Premises Walls and Ceilings. Landlord hereby agrees and acknowledges that Tenant's use of the Premises will include certain infectious disease controlled sterile areas that shall not be penetrated for health, safety, Arizona State Health Code and other legal compliance reasons. Therefore, Landlord shall not penetrate or allow any other tenant in the Building, contractor or utility provider to penetrate a) any of the interior or exterior walls or ceilings that form a part of or demarcate the Sterile Areas within the Premises shown as "hatched" on the attached Exhibit D (the "Sterile Areas"), b) the concrete floor located immediately above the Sterile Areas, or c) the concrete foundation floor of the Sterile Areas. The plumbing fixtures and equipment for Tenants of the second floor of the Building shall be located in the most cost effective manner that avoids penetration of the Sterile Areas. Any reasonable cost in excess of normal costs incurred by Landlord or second floor tenants due to the need to locate plumbing equipment and fixtures of second floor tenants in a manner that will not penetrate the Sterile Areas will be reimbursed by Tenant to Landlord. Landlord shall notify Tenant regarding the location of second floor plumbing fixtures and equipment for which Landlord intends to seek any cost reimbursement from Tenant.

10. Remaining Lease Terms. Except as expressly amended by this Second Amendment, all the terms, covenants, and conditions of the Lease remain in full force and effect. In the event of any conflict between the provisions of this Second Amendment and the Lease, the provisions of this Second Amendment shall control.

11. Address for Tenant Notices. The address for delivery of notices to Tenant at the Premises set forth in Section 1.14 of the Lease is revised as follows:

Laser Spine Surgery Center of Arizona, LLC
8888 East Raintree Drive, Suite 165
Scottsdale, Arizona 85260
Attention: Trey Traviesa

12. Counterparts. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to accept facsimile signatures.

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

LANDLORD:

RCC SOUTH, LLC,
a Delaware limited liability company

By: Cavan Management Services, LLC,
its Manager

By: 
Authorized Signatory

TENANT:

LASER SPINE SURGERY CENTER OF
ARIZONA,
an Arizona limited liability partnership

By: _____
Trey Traviesa
Its: Managing Member

10. Remaining Lease Terms. Except as expressly amended by this Second Amendment, all the terms, covenants, and conditions of the Lease remain in full force and effect. In the event of any conflict between the provisions of this Second Amendment and the Lease, the provisions of this Second Amendment shall control.

11. Address for Tenant Notices. The address for delivery of notices to Tenant at the Premises set forth in Section 1.14 of the Lease is revised as follows:

Laser Spine Surgery Center of Arizona, LLC
8888 East Raintree Drive, Suite 165
Scottsdale, Arizona 85260
Attention: Trey Traviesa

12. Counterparts. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to accept facsimile signatures.

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

LANDLORD:

RCC SOUTH, LLC,
a Delaware limited liability company

By: Cavan Management Services, LLC,
its Manager

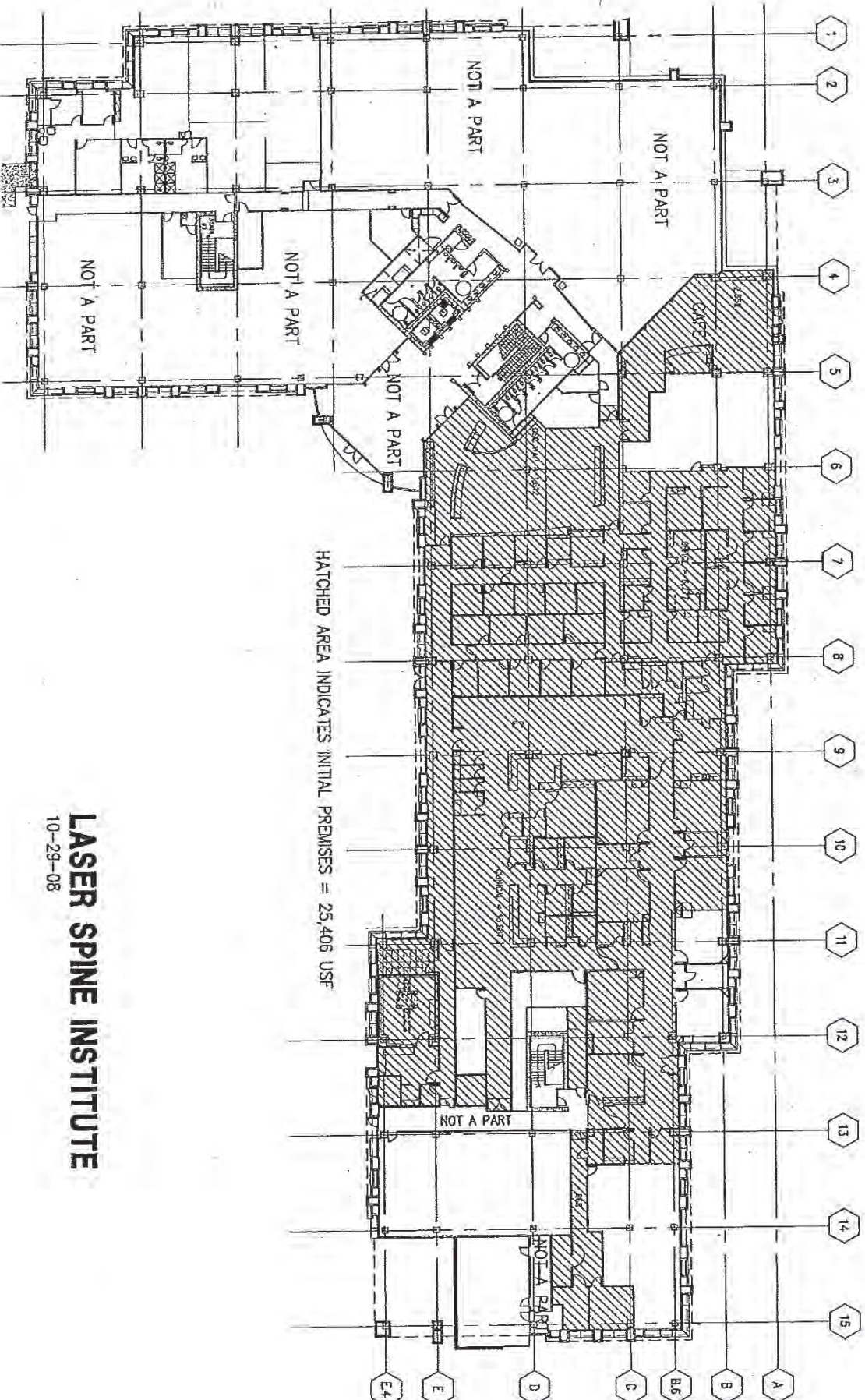
By: _____
Authorized Signatory

TENANT:

LASER SPINE SURGERY CENTER OF
ARIZONA,
an Arizona limited liability partnership

By: 
Trey Traviesa
Its: Managing Member

Exhibit A
Initial Premises
(attached)

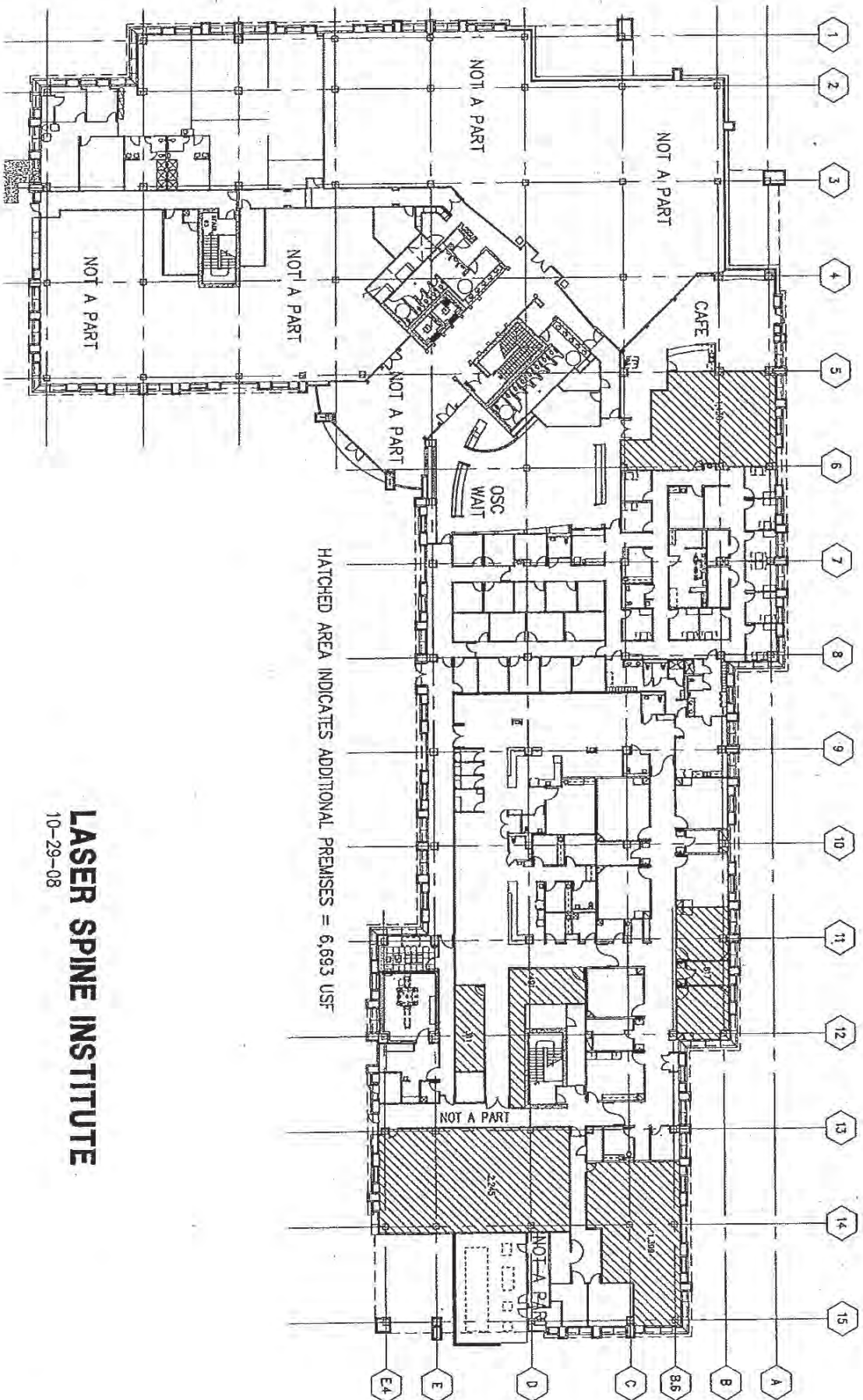


LASER SPINE INSTITUTE
10-29-08

Exhibit B

Additional Premises

(attached)



HATCHED AREA INDICATES ADDITIONAL PREMISES = 6,693 USF

LASER SPINE INSTITUTE

10-29-08

Exhibit C

Security Office Location

(attached)

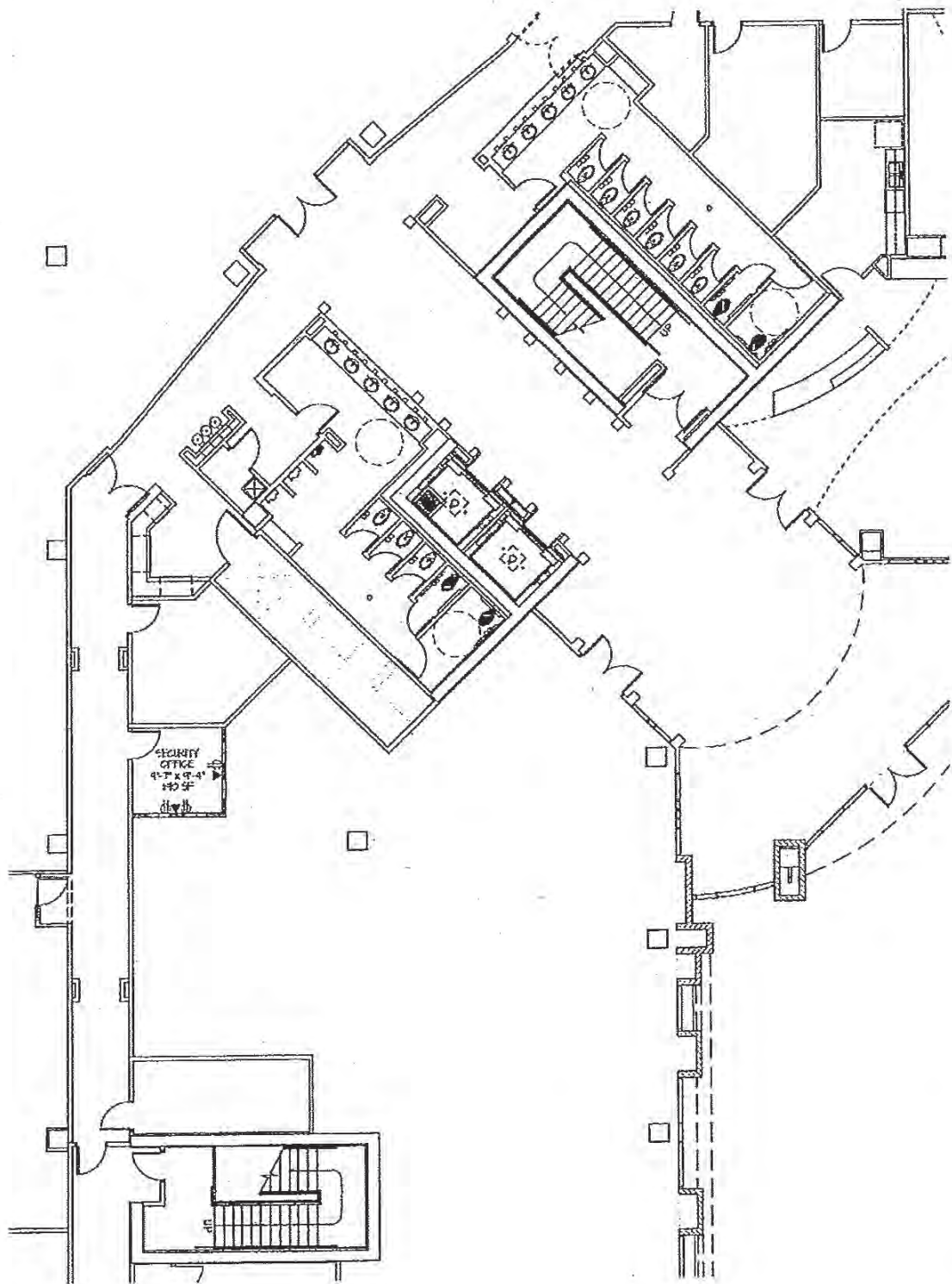
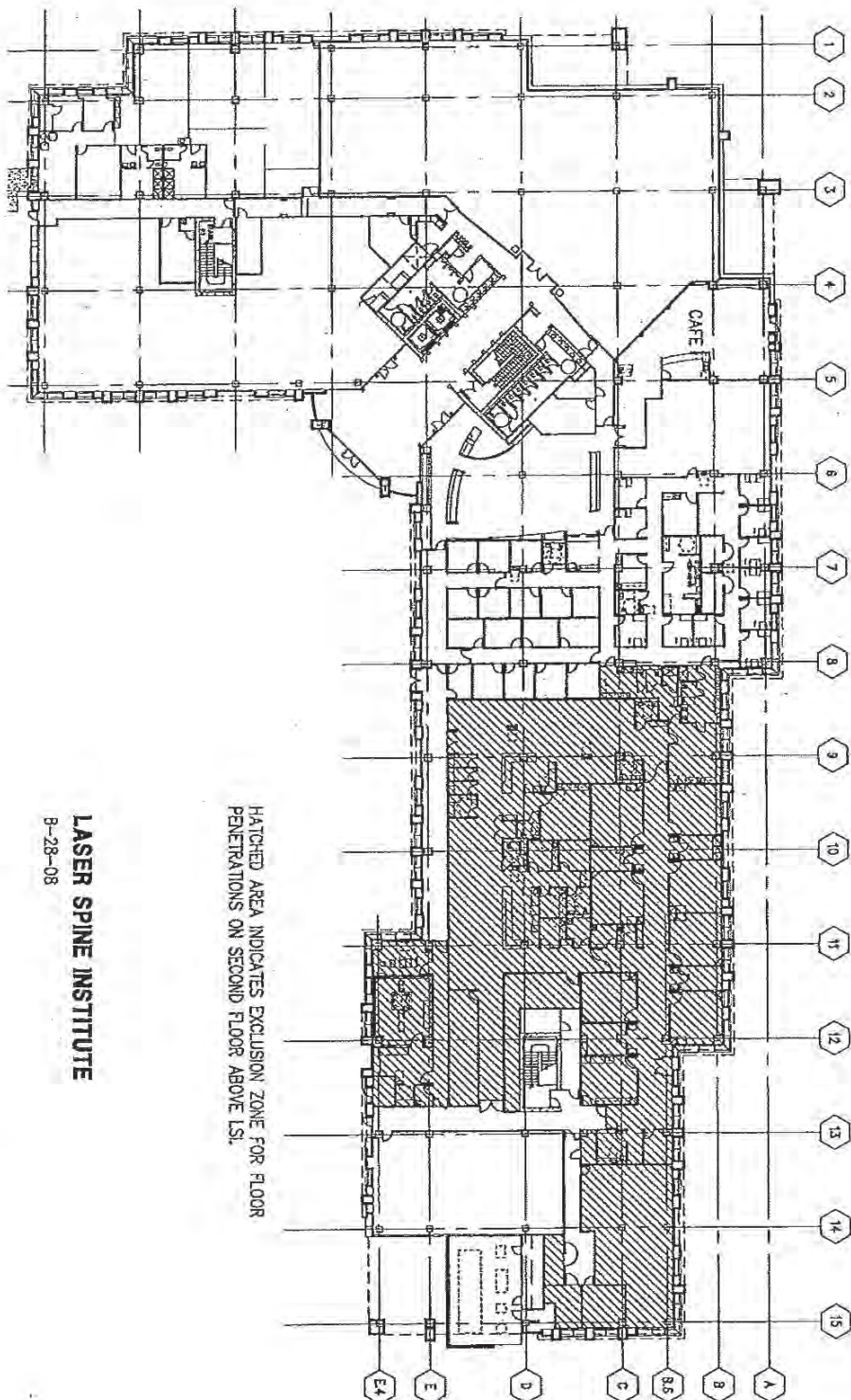


Exhibit D

Sterile Areas

(attached)



HATCHED AREA INDICATES EXCLUSION ZONE FOR FLOOR
PENETRATIONS ON SECOND FLOOR ABOVE 1ST.

LASER SPINE INSTITUTE
8-28-08

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease ("Third Amendment") is entered into as of the 14th day of January, 2009, between RCC SOUTH, LLC, a Delaware limited liability company ("Landlord") and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company ("Tenant").

RECITALS

A. RCC SOUTH, LLC, as landlord and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, as tenant, entered into that certain Office Lease dated May 30, 2008, as amended by that certain First Amendment to Lease dated July 8, 2008 and Second Amendment to Lease dated December 15, 2008 (collectively, the "Lease"), covering the office space located at 8888 East Raintree Drive (the "Building"), and known as Suite 165 and Suite 170 (the "Premises"), Scottsdale, Arizona.

B. Landlord and Tenant wish to confirm the Rent Commencement Dates of the Initial Premises and Additional Premises and the Rent payment schedule.

C. Landlord and Tenant agree the Lease shall be amended as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. Initial Premises. The Commencement Date of the Initial Premises is June 13, 2008. The Rent Commencement Date of the Initial Premises is January 5, 2009. The free rental period of twelve months for the Initial Premises began January 5, 2009.

3. Additional Premises. The Rent Commencement Date for the Additional Premises is July 5, 2010, or such earlier date as the Additional Premises is opened for business. The free rental period of four months for the Additional Premises will begin July 5, 2010 or such earlier date as the Additional Premises is opened for business.

4. Term. The initial Term of the Lease shall expire at 11:59 P.M., January 4, 2019.

5. Base Rent. Section 1.6 of the Lease is hereby deleted in its entirety and replaced with the following:

The dates of each rental period shall be as set forth below, subject to adjustment based on the actual Rent Commencement Date for the Additional Premises. The Base Rent shall be subject to adjustment based on the final area measurements of the Additional Premises. Rent shall be paid in advance on the first (1st) day of each calendar month as described in Section 6 of the Lease. For the month of January, 2010, rent shall be payable on January 1, 2010 in the amount of \$55,614, which amount accounts for four days' free rent during the January, 2010 monthly rental period. Similarly, if the Rent Commencement Date for the Additional Premises is July 5, 2010, rent shall be payable on November 1, 2010 in the amount of \$78,505, which amount accounts for four days of free rent for the Additional Premises during the November, 2010 monthly rental

period. If the Rent Commencement Date for the Additional Premises is a date other than July 5, 2010, the monthly rent payable for the month in which the free rental period for the Additional Premises expires shall be payable on the first day of such month, however the rental amount shall be adjusted to reflect an appropriate credit for any free rental period during such month.

| <u>Period</u> | <u>Base Rent Per Rentable Sq. Ft.</u> | <u>Monthly Payment</u> |
|--------------------|--|------------------------|
| 1/5/09 – 1/4/10 | 12 months Free Rent for Initial Premises beginning on Rent Commencement Date | \$0.00 |
| 1/1/10 – 1/31/10 | \$28.25 (27,124 rsf less 4 days free rent for Initial Premises) | \$55,614 |
| 2/1/10 – 6/30/10 | \$28.25 | \$63,854 |
| 7/1/10 – 10/31/10 | \$28.25 (27,124 rsf for Initial Premises and 4 months free rent for Additional Premises) | \$63,854 |
| 11/1/10 – 11/30/10 | \$28.25 (34,270 rsf for entire Premises less 4 days free rent for Additional Premises) | \$78,505 |
| 12/1/10 – 12/31/10 | \$28.25 (34,270 rsf) | \$80,677 |
| 1/1/11 – 12/31/11 | \$28.75 | \$82,105 |
| 1/1/12 – 12/31/12 | \$29.25 | \$83,533 |
| 1/1/13 – 12/31/13 | \$29.75 | \$84,961 |
| 1/1/14 – 12/31/14 | \$30.25 | \$86,389 |
| 1/1/15 – 12/31/15 | \$30.75 | \$87,817 |
| 1/1/16 – 12/31/16 | \$31.25 | \$89,245 |
| 1/1/17 – 12/31/17 | \$31.75 | \$90,673 |
| 1/1/18 – 1/4/19 | \$32.25 | \$92,101 |

6. Final Area Measurements for Initial and Additional Premises. Landlord hereby confirms that the final area measurements for the Initial Premises are those set forth in the Second Amendment to Lease dated December 15, 2008. Specifically, the Initial Premises are 25,406 usable square feet and 27,124 rentable square feet. Landlord shall determine the final area measurement of the Additional Premises, as provided in Section 2.5 of the Lease, following

Tenant's completion of construction of the Tenant Improvements within the Additional Premises. The Additional Premises consists of approximately 6,693 usable square feet and 7,146 rentable square feet.

7. Final Area Measurements of Building; Proportionate Share. The final area measurement of the Building is 176,823 Rentable Square Feet. Section 1.7 of the Lease is amended to reflect that the Rentable Area of the Building is 176,823. Tenant's Proportionate Share, as defined in Section 1.7 of the Lease, is 15.34% for the Initial Premises.

8. Tenant Improvement Allowance. Tenant has the right to amortize additional Tenant Improvement Costs and any other costs related to the Premises up to \$20 per Rentable Square Foot as required by Tenant (the "Additional TI Costs") pursuant to Section 1.13 of the Lease. Tenant has advised Landlord of its election not to amortize Additional TI Costs incurred by Tenant with respect to the Initial Premises.

9. Interest Fees. The Escrow Account Control Agreement between Landlord, Tenant, Stewart Title & Trust of Phoenix, Inc. and iStar FM Loans, LLC ("Lender") dated May 30, 2008 (the "Escrow Agreement") requires Tenant to pay Landlord an amount equal to the interest payable to the Lender with respect to the "TI funds" (as defined in the Escrow Agreement) held on deposit in the Escrow Account (the "Tenant Interest Payment"). Landlord has notified Tenant that the Tenant Interest Payment is \$30,418.02, and such amount is payable by Tenant to Landlord.

10. Architectural Fees. Tenant is responsible to reimburse Landlord for its architects' fees related to constructing the interior improvements of Landlord's Security Office, as described in Section 8 of the Second Amendment to the Lease. Landlord has notified Tenant that its architects' fees related to the Security Office are \$2,394.49, and such amount is payable by Tenant to Landlord.

11. Tenant's Plans. Landlord has advised Tenant that it incurred \$1,000 in architectural fees for review of Tenant's construction documents and such amount is payable by Tenant to Landlord.

12. Ceiling Tile and Light Fixture Reimbursement. Sections D(2) and D(3) of Exhibit C-1 of the Lease authorize Tenant to install its own ceiling tiles and light fixtures rather than having the Landlord provide those materials as part of the Base Building Improvements. The savings to the Landlord and amounts payable by Landlord to the Tenant for these items are the following:

| | | |
|----|--|-------------|
| 1. | Ceiling material \$1.10/usf x 25,406 usf = | \$27,946.60 |
| 2. | Light Fixtures \$1.29/usf x 25,406 usf = | \$32,773.74 |
| | Total | \$60,720.34 |

Landlord and Tenant agree that Landlord may set off the amounts payable by Tenant to Landlord, as described in Sections 9, 10, and 11 above, in the total amount of \$33,812.51 against the \$60,720.34 payable by Landlord to Tenant as described in this Section 12, in full satisfaction of such amounts payable by Tenant to Landlord. Landlord shall remit the balance of \$26,907.83

to Tenant on or before thirty (30) days following the date of execution of this Third Amendment by both Landlord and Tenant.

13. Generator Pad. Landlord and Tenant hereby acknowledge and agree that Landlord owes Tenant \$8,586.50 pursuant to that certain letter agreement dated January 16, 2009, regarding installation of the pad for Tenant's generator, which amount shall be paid to Tenant on or before thirty (30) days following the date of execution of this Third Amendment by both Landlord and Tenant.

14. Remaining Lease Terms. Except as expressly amended by this Third Amendment, all the terms, covenants, and conditions of the Lease remain in full force and effect. In the event of any conflict between the provisions of this Third Amendment and the Lease, the provisions of this Third Amendment shall control.

15. Counterparts. This Third Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to accept facsimile signatures and signatures that are transmitted electronically.

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

LANDLORD:

RCC SOUTH, LLC,
a Delaware limited liability company

By: Cavan Management Services, LLC,
its Manager

By: _____
Authorized Signatory

Date signed: _____, 2009

TENANT:

LASER SPINE SURGERY CENTER OF
ARIZONA,
an Arizona limited liability partnership

By: 
Trey Traviesa
Its: Managing Member

Date signed: April 27, 2009

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease ("Fourth Amendment") is entered into as of the 3rd day of August, 2010, between RCC SOUTH, LLC, a Delaware limited liability company ("Landlord") and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company ("Tenant").

RECITALS

A. RCC SOUTH, LLC, as Landlord and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, as tenant, entered into that certain Office Lease dated May 30, 2008, as amended the First Amendment to Lease dated July 8, 2008, the Second Amendment dated December 15, 2008 and the Third Amendment dated January 14, 2009 (collectively, the "Lease"), covering the office space located at 8888 E. Raintree Drive (the "Building"), and known as Suite 165 and Suite 170 (the "Premises") consisting of 34,270 rentable square feet of office space in Scottsdale, Arizona.

B. Landlord and Tenant wish to revise the Rent Schedule to reflect the Landlord's payment of Tenant Improvements for Additional Space through rental abatement.

C. Landlord and Tenant agree to the Lease shall be amended as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. Base Rent. Section 1.6 of the Lease is hereby deleted in its entirety and replaced with the following effective August 1, 2010:

Landlord and Tenant agree that Landlord shall abate Tenant's rental payment monthly as described in the Rent Schedule below and Exhibit A attached hereto to meet Landlord's obligation of Tenant Improvement costs for the Additional Space (6,693 usable; 7,146 rentable) in the amount of \$357,300.

| Period | Base Rent Per Rentable Sq Ft | Monthly Payment | *Rental Credit | Monthly Payment |
|--------------------|---|-----------------|----------------|-----------------|
| 8/1/10 – 10/31/10 | \$28.25 (27,124) rsf for Initial Premises and 4 months free rent for Additional Premises | \$63,854.00 | \$34,063.96 | \$29,790.04 |
| 11/1/10 – 11/30/10 | \$28.25 (34,270) rsf for entire Premises less 4 days free rent for Additional | \$78,505.00 | \$41,546.95 | \$36,958.05 |

| | Premises) | | | |
|--------------------|---------------------|-------------|-------------|-------------|
| 12/1/10 – 12/31/10 | \$28.25 (34,270) | \$80,677.00 | \$42,656.30 | \$38,020.70 |
| 1/1/11 – 4/30/11 | \$28.75 | \$82,105.00 | \$43,385.65 | \$38,719.35 |
| 5/1/11 – 5/31/11 | \$28.75 | \$82,105.00 | \$21,875.35 | \$60,229.65 |
| 6/1/11 – 12/31/11 | \$28.75 | \$82,105.00 | \$0.00 | \$82,105.00 |
| 1/1/12 – 12/31/12 | \$29.25 | \$83,533.00 | \$0.00 | \$83,533.00 |
| 1/1/13 – 12/31/13 | \$29.75 | \$84,961.00 | \$0.00 | \$84,961.00 |
| 1/1/14 – 12/31/14 | \$30.25 | \$86,389.00 | \$0.00 | \$86,389.00 |
| 1/1/15 – 12/31/15 | \$30.75 | \$87,817.00 | \$0.00 | \$87,817.00 |
| 1/1/16 – 12/31/16 | \$31.25 | \$89,245.00 | \$0.00 | \$89,245.00 |
| 1/1/17 – 12/31/17 | \$31.75 | \$90,673.00 | \$0.00 | \$90,673.00 |
| 1/1/18 – 1/4/19 | \$32.25 | \$92,101.00 | \$0.00 | \$92,101.00 |

**Rental Schedule above reflects Base Rent only. All HVAC charges, electrical bill backs, keys, FOB's & all over charges shall be paid for monthly according to the rental statement from Landlord.*

3. Tenant Improvements. Section 1.13. Tenant waives its rights to amortize any Tenant Improvements that exceed the \$50.00 per rentable square foot allowance. Tenant is required to complete the construction build out of the Additional Space with a minimum finish level of a Building Standard office space (HVAC installation and distribution, acoustical ceiling, lighting, electrical and cabling, drywall and paint, and carpet), prior to January 1, 2012.
4. Remaining Lease Terms. Except as expressly amended by this Fourth Amendment, all the terms, covenants, and conditions of the Lease remain in full force and effect. In the event of any conflict between the provisions of this Fourth Amendment and the Lease, the provisions of this Fourth Amendment shall control.
5. Counterparts. This Fourth Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to accept facsimile signatures and signatures that are transmitted electronically.

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

LANDLORD:
RCC SOUTH, LLC
a Delaware limited liability company
By: Cavan Management Services, LLC,
Its: Manager
By: _____
(Authorized Signature)

Date Signed: _____, 2010

TENANT:
LASER SPINE SURGERY CENTER OF
ARIZONA, an Arizona limited liability partnership

By: 
(Authorized Signature)

Name: William E. Horne
Its: Managing Member

Date Signed: 8/10, 2010

EXHIBIT A**Tenant Improvement Amortization with Interest****LASER SPINE SURGERY CENTER OF ARIZONA, LLC**

8888 E. Raintree Drive Suite 165

Scottsdale, Arizona 85260

| | | |
|--------------------------|--------------|---------------------------------|
| Loan | \$357,300.00 | |
| Interest | 18% | |
| Scheduled Payment | | |
| Rent | \$63,854.00 | 7/1/10 - 10/31/10 |
| | \$78,505.00 | 11/1/2010 |
| | \$80,677.00 | 12/1/2010 |
| | \$82,105.00 | 1/1/2011 |
| Parking | \$2,840.00 | (21) @ \$40.00 & (80) @ \$25.00 |
| Tax | 2.15% | |

| PmtN o. | Payment Date | Beginning Balance | *Rental Credit | Principal | Interest | Ending Balance | Cumulative Interest |
|------------|-----------------|----------------------|-------------------|--------------|------------|-------------------|------------------------|
| 1 | 8/1/2010 | \$357,300.00 | \$34,063.96 | \$323,236.04 | \$4,848.54 | \$328,084.58 | \$4,848.54 |
| 2 | 9/1/2010 | \$328,084.58 | \$34,063.96 | \$294,020.62 | \$4,410.31 | \$298,430.93 | \$9,258.85 |
| 3 | 10/1/2010 | \$298,430.93 | \$34,063.96 | \$264,366.97 | \$3,965.50 | \$268,332.47 | \$13,224.35 |
| 4 | 11/1/2010 | \$268,332.47 | \$41,546.95 | \$226,785.52 | \$3,401.78 | \$230,187.31 | \$16,626.14 |
| 5 | 12/1/2010 | \$230,187.31 | \$42,656.30 | \$187,531.01 | \$2,812.97 | \$190,343.97 | \$19,439.10 |
| 6 | 1/1/2011 | \$190,343.97 | \$43,385.65 | \$146,958.32 | \$2,204.37 | \$149,162.70 | \$21,643.48 |
| 7 | 2/1/2011 | \$149,162.70 | \$43,385.65 | \$105,777.05 | \$1,586.66 | \$107,363.70 | \$23,230.13 |
| 8 | 3/1/2011 | \$107,363.70 | \$43,385.65 | \$63,978.05 | \$959.67 | \$64,937.72 | \$24,189.80 |
| 9 | 4/1/2011 | \$64,937.72 | \$43,385.65 | \$21,552.07 | \$323.28 | \$21,875.35 | \$24,513.08 |
| 10 | 5/1/2011 | \$21,875.35 | 21,875.35 | \$0.00 | \$0.00 | \$0.00 | |

*Rental Schedule above reflects only non-variable expenses. All HVAC charges, electrical bill backs, keys, FOB's & all over charges shall be paid for monthly according to the rental statement from Landlord.

FIFTH AMENDMENT TO OFFICE LEASE

THIS FIFTH AMENDMENT TO OFFICE LEASE (this "Amendment") is made and entered into as of October 8, 2018, by and between RAINTREE VENTURE OWNER, LLC, a Delaware limited liability company ("Landlord"), and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company ("Tenant").

RECITALS

- A. Landlord (as successor in interest to RCC South, LLC, a Delaware limited liability company) and Tenant are parties to that certain Office Lease, dated May 30, 2008, as amended by that certain First Amendment to Lease, dated July 8, 2008, that certain Second Amendment dated December 15, 2008, that certain Third Amendment, dated January 14, 2009, and that certain Fourth Amendment to Lease (the "Fourth Amendment"), dated as of August 3, 2010 (collectively, the "Lease"). Pursuant to the Lease, Landlord has leased to Tenant space currently containing approximately 35,175 rentable square feet (the "Premises") described as Suite 165 and Suite 170 of the building located at 8888 East Raintree Drive, Scottsdale, Arizona 85260 (the "Building").
- B. The Lease by its terms shall expire on January 4, 2019 ("Prior Termination Date"), and the parties desire to ratify the Lease and extend the Term of the Lease, all on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Remeasurement of Original Premises and Building.** Landlord and Tenant acknowledge that Landlord has remeasured the Premises and the Building and that, according to such remeasurement, (i) the rentable area of the Premises is approximately 35,175 rentable square feet; and (ii) the rentable area of the Building is approximately 177,210 rentable square feet. Accordingly, effective as of the Extension Date (as defined below), the rentable area of the Premises and Building shall be adjusted to reflect such remeasurement. In the event of an additional remeasurement of the Building during the Extended Term (as defined below), such remeasurement shall not change the amount of Tenant's Monthly Base Rent identified in Section 3 below.
2. **Extension.** The Term of the Lease is hereby extended for a period of one hundred forty-four (144) months and twenty-seven (27) days and shall expire on January 31, 2031 ("Extended Termination Date"), unless sooner terminated in accordance with the terms of the Lease. That portion of the Term commencing the day immediately following the Prior Termination Date ("Extension Date") and ending on the Extended Termination Date shall be referred to herein as the "Extended Term".

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3. **Base Rent.** As of the Extension Date, the schedule of Base Rent payable for the Premises during the Extended Term is the following:

| Period | Rentable Square Footage | Annual Rate Per Square Foot | Monthly Base Rent |
|----------------|-------------------------|-----------------------------|-------------------|
| 1/5/19-1/31/19 | 35,175 | \$32.50 | *\$82,973.29 |
| 2/1/19-1/31/20 | 35,175 | \$32.50 | \$95,265.63 |
| 2/1/20-1/31/21 | 35,175 | \$33.31 | \$97,639.94 |
| 2/1/21-1/31/22 | 35,175 | \$34.15 | \$100,102.19 |
| 2/1/22-1/31/23 | 35,175 | \$35.00 | \$102,593.75 |
| 2/1/23-1/31/24 | 35,175 | \$35.87 | \$105,143.94 |
| 2/1/24-1/31/25 | 35,175 | \$36.77 | \$107,782.06 |
| 2/1/25-1/31/26 | 35,175 | \$37.69 | \$110,478.81 |
| 2/1/26-1/31/27 | 35,175 | \$38.63 | \$113,234.19 |
| 2/1/27-1/31/28 | 35,175 | \$39.60 | \$116,077.50 |
| 2/1/28-1/31/29 | 35,175 | \$40.59 | \$118,979.44 |
| 2/1/29-1/31/30 | 35,175 | \$41.60 | \$121,940.00 |
| 2/1/30-1/31/31 | 35,175 | \$42.64 | \$124,988.50 |

* Monthly Base Rent adjusted based on partial month.

All such Base Rent, plus applicable rental sales taxes, shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby.

4. **Additional Rent.** For the period commencing on the Extension Date and ending on the Extended Termination Date, Tenant shall pay all additional rent payable under the Lease, including Tenant's Proportionate Share of Operating Costs in accordance with the terms of the Lease, as amended hereby; provided, however, that, subject to the terms of Section 7.5 below, the Base Year for computation of Tenant's Proportionate Share of Operating Costs during the Extended Term shall be the calendar year 2019, and Tenant's Proportionate Share shall be 19.85%.

5. **Improvements to Premises.**

5.1 **Condition of Premises.** Tenant is in possession of the Premises and agrees to accept the same "as is" without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as may be expressly provided otherwise in this Amendment.

5.2 **Responsibility for Improvements to Premises.** Any construction, alterations or improvements to the Premises shall be performed by Tenant at its sole cost and expense using contractors selected by Tenant and approved by Landlord and shall be governed in all respects by the provisions of the Lease, as amended herein. Landlord shall not charge any supervisory fee with respect to the improvements addressed in this Amendment and paid for using the General Use Allowance (as defined below).

6. **General Use Allowance.** Subject to the terms of this Section 6, Landlord shall provide Tenant with a one-time allowance, in the amount of \$879,375.00 (\$25.00 per rentable square foot of the Premises) (the "General Use Allowance"), which Tenant may apply toward payment of (a) the third

party costs relating to the design and construction of renovations to the Premises performed by Tenant in accordance with the terms of the Lease; (b) the costs of purchasing and/or installing Tenant's furniture, equipment and/or other personal property in the Premises, which shall include the purchase of MRI equipment and/or chiller equipment (including the installation costs for such equipment in the Premises), and/or (c) as a credit against Base Rent (provided, however, that the maximum amount of the General Use Allowance that can be applied as a credit against Base Rent shall not exceed \$12.50 per rentable square foot of the Premises). Notwithstanding the foregoing, in no event shall Tenant be entitled to receive or apply, as applicable, more than the Permitted Amount (as defined below) of the General Use Allowance in any twelve (12) month period during the Extended Term. As used herein, the "**Permitted Amount**" means \$5.00 per rentable square foot of the Premises. Any portion of the General Use Allowance that Tenant is entitled to use pursuant to clause (a) of the preceding sentence shall be disbursed to Tenant within 30 days after (i) the completion (in accordance with any applicable approved plans and specifications) of the work described therein; (ii) Landlord's receipt of (A) copies of all third-party contracts (including change orders) pursuant to which such work has been performed, and (B) paid invoices from all parties providing labor, materials or services in connection with such work, together with executed unconditional mechanic's lien releases satisfying any applicable requirements of Law, as reasonably determined by Landlord; (iii) to the extent applicable, Tenant's delivery to Landlord of "as built" drawings (in CAD format, if requested by Landlord); and (iv) Tenant's compliance with Landlord's standard "close-out" requirements regarding city approvals, closeout tasks, Tenant's contractor, financial close-out matters, and Tenant's vendors. Any portion of the General Use Allowance that Tenant is entitled to use pursuant to clause (b) of the first sentence of this Section 6 shall be disbursed by Landlord to Tenant within 30 days after Landlord's receipt of paid invoices from Tenant with respect to the costs described therein. Any portion of the General Use Allowance that Tenant is entitled to use pursuant to clause (c) of the first sentence of this Section 6 shall be applied by Landlord within 30 days after Tenant's request. Notwithstanding the foregoing, (x) Landlord shall not be required to disburse any portion of the General Use Allowance when an uncured Tenant default exists, and (y) if Tenant fails to use the entire General Use Allowance within the first 60 months of the Extended Term, the unused amount shall revert to Landlord and Tenant shall have no further rights with respect thereto. In no event shall Landlord be obligated to make disbursements under this Section 6 in a total amount which exceeds the General Use Allowance.

7. **Other Pertinent Provisions.** Landlord and Tenant agree that, effective as of the date of this Amendment (unless different effective date(s) is/are specifically referenced in this Section), the Lease shall be amended in the following additional respects:

- 7.1 **Landlord's Notice Address.** Landlord's Notice Address set forth in Section 1.15 of the Summary of Basic Terms of the Lease is hereby deleted in its entirety and replaced with the following:

"Raintree Venture Owner, LLC
c/o Equus Capital Partners, Ltd.
Attn: Asset Manager
1801 Century Park East, Suite 1240
Los Angeles, CA 90067

with a copy to:

c/o iStar Financial Inc.
10960 Wilshire Boulevard, Suite 1260
Los Angeles, CA 90024

Attention: David Sotolov

and with a copy to:

c/o iStar Financial Inc.
1114 Avenue of the Americas, 27th Floor
New York, NY 10036
Attention: COO

and with a copy to:

c/o iStar Financial Inc.
3480 Preston Ridge Road, Suite 575
Alpharetta, Georgia 30005
Attention: Director of Lease Administration"

- 7.2 **Rent Payment Address.** All payments of Base Rent, Operating Costs, and any other payments to be made by Tenant to Landlord under the Lease shall be paid to the following address:

"If sent by Regular Mail:

Raintree Venture Owner, LLC
PO Box 780293
Philadelphia, PA 19178-0293

If sent by Overnight Mail:

Raintree Venture Owner, LLC
Lockbox# 780293
Wells Fargo Bank
MAC Y1372-045
401 Market Street
Philadelphia, PA 19106

Wire Instructions:

Bank: Wells Fargo Bank, N.A.
Bank Address: San Francisco, CA 94105
Account Number: 4655293652
ABA Number: 121000248
Account Name: Raintree Venture Owner, LLC Clearing Account, f/b/o ANNALY CRE LLC, a Delaware limited liability company, as Secured Party

- 7.3 **Parking.** Tenant shall be provided a ratio of up to five (5) parking spaces per 1,000 usable square feet of the Premises (the "**Total Number of Parking Spaces**"). Effective as of the Extension Date, the Total Number of Parking Spaces shall consist of the following number and type of parking spaces: (i) forty (40) covered unreserved spaces; (ii) twenty-seven (27) covered reserved garage spaces; (iii) four (4) reserved visitor spaces located in parking spaces reasonably near the front of the Premises, as determined by Landlord; and (iv) the remaining balance of the Total Number of Parking Spaces shall consist of uncovered unreserved spaces, subject to availability. As of the date of this Amendment, the charge for

the covered unreserved spaces is \$45.00 per space per month, and the charge for the covered reserved spaces is \$65.00 per space per month; provided, however, that such charges are subject to change from time to time. Except as modified herein, the use of such parking spaces shall be subject to the terms of the Lease.

7.4 **Deletions.** Sections 24.1 (First Right of Refusal) and 24.2 (Termination Option) of the Lease are hereby deleted in their entireties and of no further force and effect.

7.5 **Operating Costs.**

7.5.1 The reference to "Expense Stop: \$9.00 per square foot of Rentable Area of the Premises" set forth in Section 1.8 of the Summary of Basic Terms of the Lease is hereby deleted and replaced with "Base Year: calendar year 2019".

7.5.2 Section 7.1 of the Lease is hereby deleted in its entirety and replaced with the following: "During the Term of this Lease, Tenant shall pay to Landlord for each year of the Term an amount equal to Tenant's Proportionate Share of any amount by which Operating Costs for such year exceed Operating Costs for the Base Year specified in the Summary of Basic Terms. Notwithstanding the foregoing, Tenant's Proportionate Share of total Operating Costs shall be reduced on an equitable basis such that Tenant does not share in the Operating Costs for (i) janitorial services in the Premises or (ii) restroom supplies with respect to restrooms located within the Premises. Landlord shall have no obligation to provide janitorial services within the Premises."

7.5.3 The last sentence in Section 7.2 of the Lease is hereby deleted in its entirety.

7.6 **Extension Option.** Section 2.6 (Extension Option) of the Lease is hereby deleted and replaced with the following:

"Extension Option. Provided this Lease is in full force and effect and Tenant is not in default under any of the other terms and conditions of this Lease at the time of notification or commencement, Tenant shall have one (1) option to extend (the **"Extension Option"**) this Lease, for a term of ten (10) years (the **"Extension Term"**), for the portion of the Premises being leased by Tenant as of the date the applicable Extension Term is to commence, on the same terms and conditions set forth in this Lease, except as modified by the terms, covenants and conditions as set forth below:

(a) If Tenant elects to exercise the Extension Option, then Tenant shall provide Landlord with written notice no later than the date which is three hundred sixty-five (365) days prior to the expiration of the then current Term of this Lease. If Tenant fails to provide such notice, Tenant shall have no further or additional right to extend or renew the Term of this Lease.

(b) The Base Rent in effect at the expiration of the then current Term of this Lease shall be increased to reflect the Prevailing Market (as defined in Section 2.6(i)) rate. Landlord shall advise Tenant of the new Base Rent for the Premises no later than thirty (30) days after receipt of Tenant's written request therefor. Said request shall be made no earlier than thirty (30) days prior to the first date on which Tenant may exercise the applicable Extension Option under this Section 2.6. Said notification of the new Base

Rent may include a provision for its escalation to provide for a change in the Prevailing Market rate between the time of notification and the commencement of the Extension Term. Notwithstanding anything to the contrary set forth herein, in no event shall the rate of the Base Rent for the Extension Term be less than the rate of the Base Rent in the preceding period (the "**Minimum Extension Rental Rate**").

(c) If Tenant and Landlord are unable to agree on a mutually acceptable Base Rent for the Extension Term not later than sixty (60) days prior to the expiration of the then current Term, then Landlord and Tenant, within five (5) days after such date, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Prevailing Market rate for the Premises during the Extension Term (collectively referred to as the "**Estimates**"). If the higher of such Estimates is not more than one hundred five percent (105%) of the lower of such Estimates, then the Prevailing Market rate shall be the average of the two Estimates. If the Prevailing Market rate is not established by the exchange of Estimates, then, within seven (7) days after the exchange of Estimates, Landlord and Tenant shall each select an appraiser to determine which of the two Estimates most closely reflects the Prevailing Market rate for the Premises during the applicable Extension Term. Each appraiser so selected shall be certified as an MAI appraiser or as an ASA appraiser and shall have had at least five (5) years experience within the previous ten (10) years as a real estate appraiser working in the North Scottsdale, Arizona area, with working knowledge of comparable current medical office rental rates and practices. For purposes hereof, an "MAI" appraiser means an individual who holds an MAI designation conferred by, and is an independent member of, the American Institute of Real Estate Appraisers (or its successor organization, or in the event there is no successor organization, the organization and designation most similar), and an "ASA" appraiser means an individual who holds the Senior Member designation conferred by, and is an independent member of, the American Society of Appraisers (or its successor organization, or, in the event there is no successor organization, the organization and designation most similar).

(d) Upon selection, Landlord's and Tenant's appraisers shall work together in good faith to agree upon which of the two Estimates most closely reflects the Prevailing Market rate for the Premises. The Estimates chosen by such appraisers shall be binding on both Landlord and Tenant. If either Landlord or Tenant fails to appoint an appraiser within the seven (7) day period referred to above, the appraiser appointed by the other party shall be the sole appraiser for the purposes hereof. If the two appraisers cannot agree upon which of the two Estimates most closely reflects the Prevailing Market rate within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such twenty (20) day period, the two appraisers shall select a third appraiser meeting the aforementioned criteria. Once the third appraiser (i.e., the arbitrator) has been selected as provided for above, then, as soon thereafter as practicable but in any case within fourteen (14) days, the arbitrator shall make his or her determination of which of the two Estimates most closely reflects the Prevailing Market rate and such Estimate shall be binding on both Landlord and Tenant as the Prevailing Market rate for the Premises. If the arbitrator believes that expert advice would materially assist him or her, he or she may retain one or more qualified persons to provide such expert advice. The parties shall share equally in the costs of the arbitrator and of any experts retained by the arbitrator. Any fees of any appraiser, counsel or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining such appraiser, counsel or expert.

(e) If the Prevailing Market rate has not been determined by the commencement date of the Extension Term, Tenant shall pay Base Rent upon the terms and conditions in effect during the last month of the then current Term until such time as the Prevailing Market rate has been determined without penalty of holdover. Upon such determination, the Base Rent for the Premises shall be retroactively adjusted to the commencement of such Extension Term for the Premises.

(f) The Extension Option is not transferable to an unrelated third party; the parties hereto acknowledge and agree that they intend that the aforesaid options to extend this Lease shall be "personal" to Tenant and to any transferee permitted by Section 14.2 of the Original Lease without Landlord's consent (a "Permitted Transferee") and that in no event will any assignee (other than a Permitted Transferee) or sublessee have any rights to exercise the Extension Options.

(g) If Tenant fails to validly exercise the Extension Option, Tenant shall have no further right extend the Term of this Lease.

(h) For purposes of this Section 2.6, "**Prevailing Market**" shall mean the arms length fair market annual rental rate per rentable square foot under extension leases and amendments entered into on or about the date on which the Prevailing Market is being determined hereunder for space used for medical purposes that is comparable to the Premises in the Building and buildings comparable to the Building in the same rental market in the North Scottsdale, Arizona area as of the date the Extension Term is to commence, taking into account the specific provisions of this Lease which will remain constant. The determination of Prevailing Market shall take into account any material economic differences between the terms of this Lease and any comparison lease or amendment, such as rent abatements, construction costs and other concessions and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes. The determination of Prevailing Market shall also take into consideration any reasonably anticipated changes in the Prevailing Market rate from the time such Prevailing Market rate is being determined and the time such Prevailing Market rate will become effective under this Lease.

(i) Notwithstanding anything herein to the contrary, the Extension Options are subject and subordinate to the expansion rights (whether such rights are designated as a right of first offer, right of first refusal, expansion option or otherwise) of any tenant of the Building existing on the date hereof."

8. **Ratification of Fourth Amendment.** Landlord and Tenant represent to each other that the Lease, including the Fourth Amendment in the form attached hereto as Exhibit A, is in full force and effect and has not been modified, except as provided by this Amendment.

9. **Miscellaneous.**

- 9.1 This Amendment, including **Exhibit A** attached hereto, sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless

specifically set forth in this Amendment. This Amendment shall not be relied upon by any other party, individual, corporation, partnership or entity as a basis for reducing its lease obligations with Landlord or for any other purpose. Tenant agrees that it shall not disclose any matters set forth in this Amendment or disseminate or distribute any information concerning the terms, details or conditions hereof to any person, firm or entity without obtaining the express written consent of Landlord.

- 9.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment.
- 9.3 Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather is a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed and delivered the same to Tenant.
- 9.4 Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment other than Bryce Terveen of CBRE, Inc. representing Tenant ("**Tenant's Broker**") and Bryan Taute of CBRE, Inc. representing Landlord ("**Landlord's Broker**"). Tenant agrees to indemnify and hold Landlord and its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents (collectively, the "**Landlord Related Parties**") harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Amendment. Landlord agrees to pay a commission to Landlord's Broker and Tenant's Broker pursuant to a separate agreement.
- 9.5 Tenant hereby represents, warrants and agrees that: (i) it is acting on its own behalf and that it is not an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), which is subject to Title 1 of ERISA, nor a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "**Code**"; each of the foregoing hereinafter referred to collectively as a "**Plan**"); (ii) Tenant's assets do not constitute "plan assets" of one or more such Plans within the meaning of Department of Labor Regulation Section 2510.3-101; and (iii) it will not be reconstituted as a Plan or as an entity whose assets constitute "plan assets".
- 9.6 Tenant shall not bring upon the Premises or any portion of the Building or use the Premises or permit the Premises or any portion thereof to be used for the growing, manufacturing, administration, distribution (including without limitation, any retail sales), possession, use or consumption of any cannabis, marijuana or cannabinoid product or compound, regardless of the legality or illegality of the same.
- 9.7 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or

published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons." If the foregoing representation is untrue at any time during the Extended Term, an Event of Default under the Lease will be deemed to have occurred, without the necessity of notice to Tenant.

- 9.8 Redress for any claim against Landlord under the Lease and this Amendment shall be limited to and enforceable only against and to the extent of Landlord's interest in the Building. The obligations of Landlord under the Lease are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, its investment manager, the general partners thereof, or any beneficiaries, stockholders, employees, or agents of Landlord or the investment manager, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damage.


IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD:

RAINTREE VENTURE OWNER, LLC,
a Delaware limited liability company

By: Raintree Venture Partners, LLC,
a Delaware limited liability company,
its sole member

By: IPX Raintree, LLC,
a Delaware limited liability company,
its operating member

By: 
Name: **Joseph I. Neverauskas**
Title: **Senior Vice President**
Dated: October 15, 2018

TENANT:

LASER SPINE SURGERY CENTER OF
ARIZONA, LLC,
an Arizona limited liability company

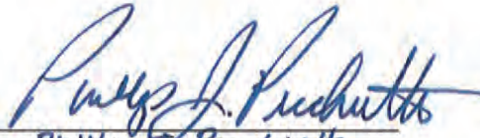
By: 
Name: **Phillip J. Picchiotti**
Title: **CEO**
Dated: 11 Oct, 2018

EXHIBIT A TO FIFTH AMENDMENT TO LEASE

**attached to and made a part of the Amendment dated as of October 8, 2018, between
RAINTREE VENTURE OWNER, LLC, a Delaware limited liability company, as Landlord, and
LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company, as
Tenant**

FOURTH AMENDMENT

[See attached]

ORIGINAL

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease ("Fourth Amendment") is entered into as of the 3rd day of August, 2010, between RCC SOUTH, LLC, a Delaware limited liability company ("Landlord") and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company ("Tenant").

RECITALS

A. RCC SOUTH, LLC, as Landlord and LASER SPINE SURGERY CENTER OF ARIZONA, LLC, as tenant, entered into that certain Office Lease dated May 30, 2008, as amended the First Amendment to Lease dated July 8, 2008, the Second Amendment dated December 15, 2008 and the Third Amendment dated January 14, 2009 (collectively, the "Lease"), covering the office space located at 8888 E. Raintree Drive (the "Building"), and known as Suite 165 and Suite 170 (the "Premises") consisting of 34,270 rentable square feet of office space in Scottsdale, Arizona.

B. Landlord and Tenant wish to revise the Rent Schedule to reflect the Landlord's payment of Tenant Improvements for Additional Space through rental abatement.

C. Landlord and Tenant agree to the Lease shall be amended as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. Base Rent. Section 1.6 of the Lease is hereby deleted in its entirety and replaced with the following effective August 1, 2010:

Landlord and Tenant agree that Landlord shall abate Tenant's rental payment monthly as described in the Rent Schedule below and Exhibit A attached hereto to meet Landlord's obligation of Tenant Improvement costs for the Additional Space (6,693 usable; 7,146 rentable) in the amount of \$357,300.

| Period | Base Rent Per Rentable Sq Ft | Monthly Payment | *Rental Credit | Monthly Payment |
|--------------------|--|--------------------|----------------|--------------------|
| 8/1/10 – 10/31/10 | \$28.25 (27,124) rsf for Initial Premises and 4 months free rent for Additional Premises | \$63,854.00 | \$34,063.96 | \$29,790.04 |
| 11/1/10 – 11/30/10 | \$28.25 (34,270) rsf for entire Premises less 4 days free rent for Additional | \$78,505.00 | \$41,546.95 | \$36,958.05 |

| | Premises) | | | |
|--------------------|---------------------|-------------|-------------|-------------|
| 12/1/10 – 12/31/10 | \$28.25 (34,270) | \$80,677.00 | \$42,656.30 | \$38,020.70 |
| 1/1/11 – 4/30/11 | \$28.75 | \$82,105.00 | \$43,385.65 | \$38,719.35 |
| 5/1/11 – 5/31/11 | \$28.75 | \$82,105.00 | \$21,875.35 | \$60,229.65 |
| 6/1/11 – 12/31/11 | \$28.75 | \$82,105.00 | \$0.00 | \$82,105.00 |
| 1/1/12 – 12/31/12 | \$29.25 | \$83,533.00 | \$0.00 | \$83,533.00 |
| 1/1/13 – 12/31/13 | \$29.75 | \$84,961.00 | \$0.00 | \$84,961.00 |
| 1/1/14 – 12/31/14 | \$30.25 | \$86,389.00 | \$0.00 | \$86,389.00 |
| 1/1/15 – 12/31/15 | \$30.75 | \$87,817.00 | \$0.00 | \$87,817.00 |
| 1/1/16 – 12/31/16 | \$31.25 | \$89,245.00 | \$0.00 | \$89,245.00 |
| 1/1/17 – 12/31/17 | \$31.75 | \$90,673.00 | \$0.00 | \$90,673.00 |
| 1/1/18 – 1/4/19 | \$32.25 | \$92,101.00 | \$0.00 | \$92,101.00 |

**Rental Schedule above reflects Base Rent only. All HVAC charges, electrical bill backs, keys, FOB's & all over charges shall be paid for monthly according to the rental statement from Landlord.*

3. Tenant Improvements. Section 1.13. Tenant waives its rights to amortize any Tenant Improvements that exceed the \$50.00 per rentable square foot allowance. Tenant is required to complete the construction build out of the Additional Space with a minimum finish level of a Building Standard office space (HVAC installation and distribution, acoustical ceiling, lighting, electrical and cabling, drywall and paint, and carpet), prior to January 1, 2012.

4. Remaining Lease Terms. Except as expressly amended by this Fourth Amendment, all the terms, covenants, and conditions of the Lease remain in full force and effect. In the event of any conflict between the provisions of this Fourth Amendment and the Lease, the provisions of this Fourth Amendment shall control.

5. Counterparts. This Fourth Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to accept facsimile signatures and signatures that are transmitted electronically.

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

LANDLORD:
RCC SOUTH, LLC
a Delaware limited liability company
By: Cavan Management Services, LLC,
Its: Manager
By: _____
(Authorized Signature)

Date Signed: _____, 2010

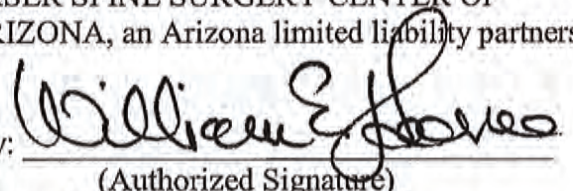
TENANT:
LASER SPINE SURGERY CENTER OF
ARIZONA, an Arizona limited liability partnership
By: 
(Authorized Signature)
Name: William E. Horne
Its: Managing Member
Date Signed: 8/10, 2010

EXHIBIT A
Tenant Improvement Amortization with Interest

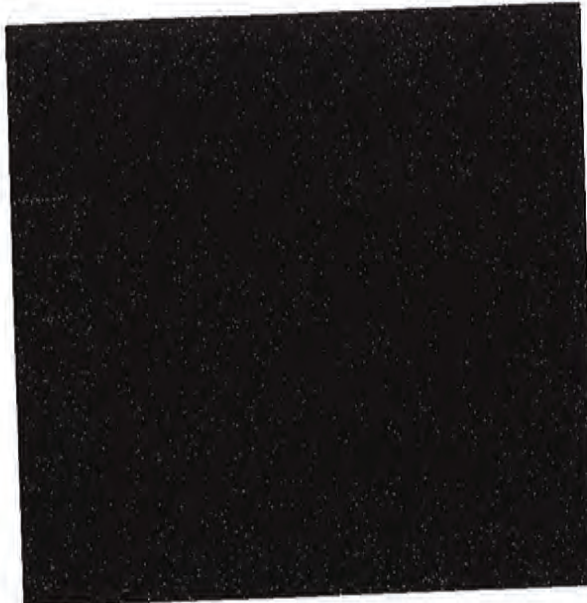
John

LASER SPINE SURGERY CENTER OF ARIZONA, LLC
8888 E. Raintree Drive Suite 165
Scottsdale, Arizona 85260

| | | |
|--------------------------|--------------|---------------------------------|
| Loan | \$357,300.00 | |
| Interest | 18% | |
| Scheduled Payment | | |
| Rent | \$63,854.00 | 7/1/10 - 10/31/10 |
| | \$78,505.00 | 11/1/2010 |
| | \$80,677.00 | 12/1/2010 |
| | \$82,105.00 | 1/1/2011 |
| Parking | \$2,840.00 | (21) @ \$40.00 & (80) @ \$25.00 |
| Tax | 2.15% | |

| Pmt# | Payment Date | Beginning Balance | *Rental Credit | Principal | Interest | Ending Balance | Cumulative Interest |
|------|--------------|-------------------|----------------|--------------|------------|----------------|---------------------|
| 1 | 8/1/2010 | \$357,300.00 | \$34,063.96 | \$323,236.04 | \$4,848.54 | \$328,084.58 | \$4,848.54 |
| 2 | 9/1/2010 | \$328,084.58 | \$34,063.96 | \$294,020.62 | \$4,410.31 | \$298,430.93 | \$9,258.85 |
| 3 | 10/1/2010 | \$298,430.93 | \$34,063.96 | \$264,366.97 | \$3,965.50 | \$268,332.47 | \$13,224.35 |
| 4 | 11/1/2010 | \$268,332.47 | \$41,546.95 | \$226,785.52 | \$3,401.78 | \$230,187.31 | \$16,626.14 |
| 5 | 12/1/2010 | \$230,187.31 | \$42,656.30 | \$187,531.01 | \$2,812.97 | \$190,343.97 | \$19,439.10 |
| 6 | 1/1/2011 | \$190,343.97 | \$43,385.65 | \$146,958.32 | \$2,204.37 | \$149,162.70 | \$21,643.48 |
| 7 | 2/1/2011 | \$149,162.70 | \$43,385.65 | \$105,777.05 | \$1,586.66 | \$107,363.70 | \$23,230.13 |
| 8 | 3/1/2011 | \$107,363.70 | \$43,385.65 | \$63,978.05 | \$959.67 | \$64,937.72 | \$24,189.80 |
| 9 | 4/1/2011 | \$64,937.72 | \$43,385.65 | \$21,552.07 | \$323.28 | \$21,875.35 | \$24,513.08 |
| 10 | 5/1/2011 | \$21,875.35 | 21,875.35 | \$0.00 | \$0.00 | \$0.00 | |

*Rental Schedule above reflects only non-variable expenses. All HVAC charges, electrical bill backs, keys, FOB's & all over charges shall be paid for monthly according to the rental statement from Landlord.



Laser Spine Institute, LLC
CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC

Case No. 2019-CA-2762
Case No. 2019-CA-2764
Case No. 2019-CA-2765
Case No. 2019-CA-2766
Case No. 2019-CA-2767
Case No. 2019-CA-2768
Case No. 2019-CA-2769
Case No. 2019-CA-2770
Case No. 2019-CA-2771
Case No. 2019-CA-2772
Case No. 2019-CA-2773
Case No. 2019-CA-2774
Case No. 2019-CA-2775
Case No. 2019-CA-2776
Case No. 2019-CA-2777
Case No. 2019-CA-2780

Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

COMPOSITE EXHIBIT C

**ASSIGNEE'S MOTION FOR ORDER COMPELLING
LESSOR RAIN TREE VENTURE OWNER, LLC TO ALLOW
ASSIGNEE ACCESS TO MAINTAIN ASSETS AND PATIENT RECORD
DATA, FOR TURNOVER OF ASSETS OF THE LASER SPINE
INSTITUTE, LLC ASSIGNMENT ESTATE, AND AWARDING SANCTIONS**

KEITH E. RUSSELL, MAI
MARICOPA COUNTY ASSESSOR
301 W. JEFFERSON STREET
PHOENIX, ARIZONA 85003
PHONE (602) 506-3386



**BUSINESS
PROPERTY STATEMENT**

THIS STATEMENT IS CONFIDENTIAL
AND IS SUBJECT TO AUDIT BY THE
ASSESSOR. FAILURE TO COMPLETE
AND RETURN BY THE REQUIRED DATE
WILL RESULT IN A PENALTY OF TEN
PERCENT. SEE A.R.S. § 42-15053(F)(2).

MAILING DATE
01/05/2011

COMPLETE IN DETAIL AND
RETURN TO ASSESSOR BY:
04/01/2011

ACCOUNT NUMBER
C9113631

39 62
LASER SPINE INSTITUTE OF ARIZONA LLC
3031 N ROCKY POINT DR E
TAMPA, FL 33607

DO NOT MAKE CHANGES IN ADDRESS AREA - SEE SECTION 1 BELOW
IMPORTANT - READ FIRST! Before completing this form, please read the instructions
for information on reporting requirements and the amount of exemption.
SIGN SECTION 6 TO CLAIM THE EXEMPTION.

SECTION 1: COMPLETE THIS SECTION ONLY IF THIS IS A NEW BUSINESS OR IF THERE IS A CHANGE IN NAME AND / OR ADDRESS.

1. BUSINESS NAME LASER SPINE INSTITUTE LLC C/O MARK ANDRZEJEWSKI
2. ADDRESS 3031 N Rocky Point DR E CITY TAMPA STATE FL ZIP 33607
3. PROPERTY LOCATION ADDRESS 8888 E RAINTREE DR CITY SCOT STATE AZ ZIP 85255
4. BUSINESS TYPE (Manufacturing, Office, Restaurant, etc.) _____ PRODUCT _____
5. DATE STARTED IN THIS COUNTY 1/1/2011 CONTACT PERSON MARK ANDRZEJEWSKI PHONE 8131289-9612

SECTION 2: DO NOT MAKE CORRECTIONS IN THIS SECTION. MAKE ALL CHANGES, ADDITIONS OR DELETIONS TO PROPERTY COST LISTED BELOW IN SECTION 4. THE ACQUISITION COST OF PROPERTY REPORTED LAST YEAR IS LISTED BELOW BY SCHEDULE AND YEAR ACQUIRED.

| SCHED. | YEAR | ACQUISITION COST | CLASS | CODE |
|--------|-------|------------------|-------|---------|
| A | 2008 | 510,720 | 73 | 44-2009 |
| A | 2009 | 32,182 | 73 | 44-2010 |
| SUB | TOTAL | 542,902* | | |
| C | 2008 | 844,189 | 73 | 26-2009 |
| C | 2009 | 110,734 | 73 | 26-2010 |
| SUB | TOTAL | 954,923* | | |
| E | 2008 | 424,567 | 73 | 69-2009 |
| E | 2009 | 12,988 | 73 | 69-2010 |
| SUB | TOTAL | 437,555* | | |
| F | 2009 | 640 | 73 | 69-2010 |
| SUB | TOTAL | 640* | | |
| H | 2008 | 5,669,963 | 73 | 55-2009 |
| SUB | TOTAL | 5,669,963* | | |
| GRN | TOTAL | 7,605,983** | | |

ASSESSOR'S USE ONLY

(B) IN PROCESS _____

(D) N & A CHANGE _____

(H) DELETE ACCT. _____

APPR. _____ DATE _____

(E) NO CHANGE _____

(J) DETAIL INPUT _____

AREA CODE 481400

COMMERCIAL

AREA CODE

BOOK 217 MAP 15 PARCEL 943 SPL CK

PRORATE 10% PENALTY ☐ YES ☐ NO AP C

2011 ARIZONA BUSINESS PROPERTY STATEMENT
SHADED AREAS FOR ASSESSOR'S USE ONLY

BUSINESS NAME LASER SPINE INSTITUTE, LLC TAXPAYER/ACCOUNT NUMBER C9113631

| ASSESSOR'S USE ONLY | CLASS A | CLASS B | CLASS C | CLASS D | CLASS E | CLASS G | CLASS I | CLASS J | CLASS Q |
|---------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | TBL # LIFE | TBL # LIFE | TBL # LIFE | TBL # LIFE | TBL # LIFE | TBL # LIFE | TBL # LIFE | TBL # LIFE | TBL # LIFE |

SECTION 4: ADDITIONS AND DELETIONS: ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE FOR PROPERTY ACQUIRED DURING THE PRIOR YEAR WHICH YOU OWNED ON 12/31/2010. ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE AND THE YEAR OF ACQUISITION FOR ALL PROPERTY DELETED DURING THE PRIOR YEAR.

| SCHEDULE | A | B | C | D | E | G | I | J | Q |
|--------------------------------|--------------------------------|---|-------------------------|-----------------------------|--------------------|------------------------------|------------------------|-------------------|------------------------------|
| YEAR OF ADDITIONS OR DELETIONS | OFFICE FURNITURE AND EQUIPMENT | STORE, MOTEL APARTMENT FURNITURE & FIXTURES | MACHINERY AND EQUIPMENT | SPECIAL TOOLS DIES AND JIGS | COMPUTER EQUIPMENT | SUPPLIES ON HAND DECEMBER 31 | CONSTRUCTION EQUIPMENT | COPYING EQUIPMENT | NUMBER OF RENTAL VIDEO TAPES |
| ADDITIONS: YEAR | 2010 | | 2010 | | 2010 | | | | |
| QUALIFIED | 2,475 | | 176,395 | | 7,071 | | | | |
| NON-QUALIFIED | | | | | | | | | |
| QUALIFIED | | | | | | | | | |
| NON-QUALIFIED | | | | | | | | | |

| | | | | | | | | | |
|-----------------|--|--|--|--|--|--|--|--|--|
| DELETIONS: YEAR | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
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| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 19 | | | | | | | | | |
| 19 | | | | | | | | | |
| 19 | | | | | | | | | |

| | ACQUISITION | YEAR | DESCRIPTION | ACQUISITION COST | ADDITION OR DELETION | TABLE NO | LIFE |
|-----------------------------------|---------------|------|-------------|------------------|----------------------|----------|------|
| SCHEDULE F: OTHER PROPERTY | Qualified | | | | | | |
| | Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| SCHEDULE H: LEASEHOLD IMPROVEMENT | Qualified | | | | | | |
| | Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |

SECTION 5: ADDITIONAL INFORMATION REQUIRED.

LEASED OR RENTED PROPERTY: Attach a list of all leased or rented property in your possession.

UNOWNED PROPERTY: Attach a list of property located at your place of business which you do not own, lease, or rent.

GOVERNMENT OWNED LAND: If located on government property, attach a list providing the government owner's name and address.

SECTION 6: AFFIRMATION OF PROPERTY STATEMENT AND CLAIM OF EXEMPTION

By signing below, I hereby affirm that this is a full, true, and complete statement of property that is claimed by, or that is in the possession or control of the undersigned, and it is verifiable from the records and files of the above named business. The person whose signature is affixed below likewise claims an exemption amount not to exceed the first \$67,288 of full cash value. Each eligible taxpayer is entitled to one statewide exemption.

MARK ANDRZEJEWSKI
 Print Name of Property Owner or Authorized Agent

3-28-11
 Date

MARICOPA
 Name of County in which you are Claiming Exemption

[Signature]
 Signature of Property Owner or Authorized Agent

(813) 285-9613
 Phone

SUPPLEMENTAL INFORMATION ATTACHED? YES _____ NO X

TAXPAYER: RETURN ORIGINAL FORM AND COPY BOTH SIDES FOR YOUR FILES

Laser Spine Institute
Arizona TPP

- One original is to be mailed to the address below (postmarked no later than 4/1/2012)
- One original to Michelle for her file

Mail to:

Keith E. Russell, MAI
Maricopa County Assessor
301 W. Jefferson Street
Phoenix, Arizona 85003

2013 ARIZONA BUSINESS PROPERTY STATEMENT

SHADED AREAS FOR ASSESSOR'S USE ONLY

BUSINESS NAME Laser Spine Institute, LLC

TAXPAYER / ACCOUNT NUMBER C9113631

SECTION 3:

| ASSESSOR'S USE ONLY | CLASS TBL # LIFE | CLASS TBL # LIFE | CLASS TBL # LIFE | CLASS TBL # LIFE | CLASS TBL # LIFE | CLASS TBL # LIFE | CLASS TBL # LIFE | CLASS TBL # LIFE | CLASS TBL # LIFE |
|---------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | A | B | C | D | E | G | I | J | Q |

SECTION 4: ADDITIONS AND DELETIONS: ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE FOR PROPERTY ACQUIRED DURING THE PRIOR YEAR WHICH YOU OWNED ON 12/31/2012. ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE AND THE YEAR OF ACQUISITION FOR ALL PROPERTY DELETED DURING THE PRIOR YEAR.

| SCHEDULE | A | B | C | D | E | G | I | J | Q |
|--------------------------------------|---|--|-------------------------------|--------------------------------------|-----------------------|------------------------------------|---------------------------|----------------------|------------------------------------|
| YEAR OF ADDITIONS OR DELETIONS | OFFICE FURNITURE AND EQUIPMENT | STORE, MOTEL APARTMENT FURNITURE & FIXTURES | MACHINERY AND EQUIPMENT | SPECIAL TOOLS DIES AND JIGS | COMPUTER EQUIPMENT | SUPPLIES ON HAND DECEMBER 31 | CONSTRUCTION EQUIPMENT | COPYING EQUIPMENT | NUMBER OF RENTAL VIDEO TAPES |

| ADDITIONS: | YEAR | | | | | | | | |
|---------------|------|------|--|---------|--|--------|--|--|--|
| QUALIFIED | 2012 | 5386 | | 468,871 | | 15,285 | | | |
| NON-QUALIFIED | | | | | | | | | |
| QUALIFIED | | | | | | | | | |
| NON-QUALIFIED | | | | | | | | | |

| DELETIONS: | YEAR | | | | | | | | |
|------------|------|--|--|--|--|--|--|--|--|
| 20 ____ | | | | | | | | | |
| 20 ____ | | | | | | | | | |
| 20 ____ | | | | | | | | | |
| 20 ____ | | | | | | | | | |
| 20 ____ | | | | | | | | | |
| 20 ____ | | | | | | | | | |
| 20 ____ | | | | | | | | | |
| 20 ____ | | | | | | | | | |
| 20 ____ | | | | | | | | | |
| 20 ____ | | | | | | | | | |
| 20 ____ | | | | | | | | | |

| | ACQUISITION | YEAR | DESCRIPTION | ACQUISITION COST | ADDITION OR DELETION | TABLE NO | LIFE |
|--------------------------------------|---------------|------|-------------------|---------------------|-------------------------|-------------|------|
| SCHEDULE F: OTHER PROPERTY | Qualified | | | | | | |
| | Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| SCHEDULE H: LEASEHOLD IMPROVEMENT | Qualified | | | | | | |
| | Qualified | 2012 | Expansion +Update | 32145 | | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |

SECTION 5: ADDITIONAL INFORMATION REQUIRED.

LEASED OR RENTED PROPERTY: Attach a list of all leased or rented property in your possession.

UNOWNED PROPERTY: Attach a list of property located at your place of business which you do not own, lease, or rent.

GOVERNMENT OWNED LAND: If located on government property, attach a list providing the government owner's name and address.

SECTION 6: AFFIRMATION OF PROPERTY STATEMENT AND CLAIM OF EXEMPTION

By signing below, I hereby affirm that this is a full, true, and complete statement of property that is claimed by, or that is in the possession or control of the undersigned, and it is verifiable from records and files of the above named business. The person whose signature is affixed below likewise claims an exemption amount not to exceed the first \$133,868 of full cash value. Each eligible taxpayer is entitled to one statewide exemption.

Mark Andrejewski
Mark Andrejewski CFO

04/01/13

Print Name of Property Owner or Authorized Agent

Date

Name of County in which you are Claiming Exemption

Mark Andrejewski
Signature of Property Owner or Authorized Agent

(813) 289-9613

Phone

SUPPLEMENTAL INFORMATION ATTACHED? YES ☐ NO ☒

TAXPAYER: RETURN ORIGINAL FORM AND COPY FOR YOUR FILES

2014 ARIZONA BUSINESS PROPERTY STATEMENT
SHADED AREAS FOR ASSESSOR'S USE ONLY

BUSINESS NAME Laser Spine Institute, LLC TAXPAYER/ACCOUNT NUMBER 29113631

| ASSESSOR'S USE ONLY | | CLASS A | CLASS B | CLASS C | CLASS D | CLASS E | CLASS G | CLASS I | CLASS J | CLASS Q | |
|---------------------|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|------|
| TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE |
| | | | | | | | | | | | |

SECTION 4: ADDITIONS AND DELETIONS: ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE FOR PROPERTY ACQUIRED DURING THE PRIOR YEAR WHICH YOU OWNED ON 12/31/2013. ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE AND THE YEAR OF ACQUISITION FOR ALL PROPERTY DELETED DURING THE PRIOR YEAR.

| SCHEDULE | A | B | C | D | E | G | I | J | Q |
|--------------------------------|--------------------------------|---|-------------------------|-----------------------------|--------------------|------------------------------|------------------------|-------------------|------------------------------|
| YEAR OF ADDITIONS OR DELETIONS | OFFICE FURNITURE AND EQUIPMENT | STORE, MOTEL APARTMENT FURNITURE & FIXTURES | MACHINERY AND EQUIPMENT | SPECIAL TOOLS DIES AND JIGS | COMPUTER EQUIPMENT | SUPPLIES ON HAND DECEMBER 31 | CONSTRUCTION EQUIPMENT | COPYING EQUIPMENT | NUMBER OF RENTAL VIDEO TAPES |

| ADDITIONS: | YEAR | | | | | | | | |
|---------------|-------------|------------|--|----------------|--|----------------|----------------|--|--|
| QUALIFIED | <u>2013</u> | <u>510</u> | | <u>752,705</u> | | <u>108,202</u> | <u>120,367</u> | | |
| NON-QUALIFIED | | | | | | | | | |
| QUALIFIED | | | | | | | | | |
| NON-QUALIFIED | | | | | | | | | |

| DELETIONS: | YEAR | | | | | | | | |
|------------|-----------|----------------|--|----------------|--|----------------|--|--|--|
| 20 | <u>08</u> | <u>286,635</u> | | <u>25,881</u> | | <u>345,589</u> | | | |
| 20 | <u>09</u> | | | <u>50,481</u> | | <u>10,880</u> | | | |
| 20 | <u>10</u> | | | <u>10,780</u> | | <u>4,971</u> | | | |
| 20 | <u>11</u> | | | <u>12,546</u> | | | | | |
| 20 | <u>12</u> | | | <u>127,189</u> | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |

| | ACQUISITION | YEAR | DESCRIPTION | ACQUISITION COST | ADDITION OR DELETION | TABLE NO | LIFE |
|-----------------------------------|---------------|-------------|------------------------------|------------------|----------------------|----------|------|
| SCHEDULE F: OTHER PROPERTY | Qualified | <u>2009</u> | <u>Software</u> | <u>640</u> | <u>D</u> | | |
| | Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| SCHEDULE H: LEASEHOLD IMPROVEMENT | Qualified | <u>2013</u> | <u>Wiring</u> | <u>6,217</u> | <u>A</u> | | |
| | Qualified | | <u>see footnote attached</u> | <u>112,583</u> | <u>A</u> | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |

SECTION 5: ADDITIONAL INFORMATION REQUIRED.

LEASED OR RENTED PROPERTY: Attach a list of all leased or rented property in your possession.

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GOVERNMENT OWNED LAND: If located on government property, attach a list providing the governmental owner's name and address.

SECTION 6: AFFIRMATION OF PROPERTY STATEMENT AND CLAIM OF EXEMPTION

By signing below, I hereby affirm that this is a full, true, and complete statement of property that is claimed by, or that is in the possession or control of the undersigned, and it is verifiable from the records and files of the above named business. The person whose signature is affixed below likewise claims an exemption amount not to exceed the first \$141,385 of full cash value. Each eligible taxpayer is entitled to one statewide exemption.

Mark Andrzejewski CFO 3/25/14 26-2682659
 Print Name of Property Owner or Authorized Agent Date Taxpayer Federal Employer Identification No.
[Signature] (813) 289-9613
 Signature of Property Owner or Authorized Agent Phone Name of County in which you are Claiming Exemption

SUPPLEMENTAL INFORMATION ATTACHED? YES ☒ NO ☐

TAXPAYER: RETURN ORIGINAL FORM AND COPY BOTH SIDES FOR YOUR FILES

Laser Spine Institute
Arizona
2014 Filing

| Asset Category | Beginning Balance as of 12/31/12 | 2013 Additions | Prior Year additions | 2013 Disposals | Ending Balance as of 12/31/13 |
|----------------------|-------------------------------------|----------------|-------------------------|----------------|----------------------------------|
| FURNITURE & FIXTURES | 551,417 | 510 | - | 286,635 | 265,292 |
| MEDICAL EQUIPMENT | 1,634,751 | 752,705 | - | 226,877 | 2,160,579 |
| COMPUTER EQUIPMENT | 468,774 | 108,202 | - | 361,440 | 215,536 |
| LEASEHOLD IMPROVE | 5,702,108 | 6,217 | 112,583 | 32,145 | 5,788,763 |
| OTHER PROPERTY | 640 | - | - | 640 | - |
| SUBTOTAL | 8,357,690 | 867,634 | 112,583 | 907,737 | 8,430,170 |
| SUPPLIES | | | | | 120,367 |
| TOTAL | 8,357,690 | 867,634 | 112,583 | 907,737 | 8,550,537 |

Footnote:

| Prior Year Additions: | <u>2008</u> | <u>2009</u> | <u>2010</u> | <u>2011</u> | <u>Total</u> |
|------------------------|-------------|-------------|-------------|-------------|--------------|
| Leasehold Improvements | 14,024 | 60,646 | 25,910 | 12,003 | 112,583 |

2015 ARIZONA BUSINESS PROPERTY STATEMENT
SHADED AREAS FOR ASSESSOR'S USE ONLY

BUSINESS NAME Laser Spine Institute, LLC TAXPAYER/ACCOUNT NUMBER C9113631

| SECTION 3: | | | | | | | | | | | | | | | | | | |
|---------------------------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|
| ASSESSOR'S USE ONLY | CLASS A | | CLASS B | | CLASS C | | CLASS D | | CLASS E | | CLASS G | | CLASS I | | CLASS J | | CLASS Q | |
| | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE |
| | | | | | | | | | | | | | | | | | | |

SECTION 4: ADDITIONS AND DELETIONS: ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE FOR PROPERTY ACQUIRED DURING THE PRIOR YEAR WHICH YOU OWNED ON 12/31/2014. ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE AND THE YEAR OF ACQUISITION FOR ALL PROPERTY DELETED DURING THE PRIOR YEAR.

| SCHEDULE | A | B | C | D | E | G | I | J | Q |
|--------------------------------|--------------------------------|---|-------------------------|-----------------------------|--------------------|------------------------------|------------------------|-------------------|------------------------------|
| YEAR OF ADDITIONS OR DELETIONS | OFFICE FURNITURE AND EQUIPMENT | STORE, MOTEL APARTMENT FURNITURE & FIXTURES | MACHINERY AND EQUIPMENT | SPECIAL TOOLS DIES AND JIGS | COMPUTER EQUIPMENT | SUPPLIES ON HAND DECEMBER 31 | CONSTRUCTION EQUIPMENT | COPYING EQUIPMENT | NUMBER OF RENTAL VIDEO TAPES |

| ADDITIONS: | YEAR | | | | | | | | |
|---------------|------|--------|--|---------|--|--------|---------|--|--|
| QUALIFIED | 2014 | 33,737 | | 206,750 | | 53,374 | 173,167 | | |
| NON-QUALIFIED | | | | | | | | | |
| QUALIFIED | | | | | | | | | |
| NON-QUALIFIED | | | | | | | | | |

| DELETIONS: | YEAR | | | | | | | | |
|------------|------|--|--|--------|--|--|--|--|--|
| 20 | 08 | | | 20,629 | | | | | |
| 20 | 12 | | | 5,790 | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |
| 20 | | | | | | | | | |

| | ACQUISITION | YEAR | DESCRIPTION | ACQUISITION COST | ADDITION OR DELETION | TABLE NO | LIFE |
|-----------------------------------|---------------|------|----------------------------|------------------|----------------------|----------|------|
| SCHEDULE F: OTHER PROPERTY | Qualified | | | | | | |
| | Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| SCHEDULE H: LEASEHOLD IMPROVEMENT | Qualified | 2014 | Door Access Control System | 25,149 | A | | |
| | Qualified | 2014 | Cabling | 16,681 | A | | |
| | Non-Qualified | 2012 | Wiring | 32,145 | D | | |
| | Non-Qualified | | | | | | |

SECTION 5: ADDITIONAL INFORMATION REQUIRED.

LEASED OR RENTED PROPERTY: Attach a list of all leased or rented property in your possession.

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GOVERNMENT OWNED LAND: If located on government property, attach a list providing the governmental owner's name and address.

SECTION 6: AFFIRMATION OF PROPERTY STATEMENT AND CLAIM OF EXEMPTION

By signing below, I hereby affirm that this is a full, true, and complete statement of property that is claimed by, or that is in the possession or control of the undersigned, and it is verifiable from the records and files of the above named business. The person whose signature is affixed below likewise claims an exemption amount not to exceed the first \$146,973 of full cash value. Each eligible taxpayer is entitled to one statewide exemption.

Mark Andrzejewski, CFO
 Print Name of Property Owner or Authorized Agent

3/24/2015
 Date

26-2682659
 Taxpayer Federal Employer Identification No.

[Signature]
 Signature of Property Owner or Authorized Agent

(813) 289-9613
 Phone

 Name of County in which you are Claiming Exemption

SUPPLEMENTAL INFORMATION ATTACHED? YES _____ NO ☒

TAXPAYER: RETURN ORIGINAL FORM AND COPY BOTH SIDES FOR YOUR FILES

PAUL D. PETERSEN
MARICOPA COUNTY ASSESSOR
301 W. JEFFERSON STREET
PHOENIX, ARIZONA 85003
PHONE (602) 506-3386



2015 ARIZONA BUSINESS PROPERTY STATEMENT

THIS STATEMENT IS CONFIDENTIAL AND IS SUBJECT TO AUDIT BY THE ASSESSOR. FAILURE TO COMPLETE AND RETURN BY THE REQUIRED DATE WILL RESULT IN A PENALTY OF TEN PERCENT. SEE A.R.S. § 42-15053(F)(2).

MAILING DATE
01/07/2015

**COMPLETE IN DETAIL AND
RETURN TO ASSESSOR BY:**
04/01/2015

ACCOUNT NUMBER
C9113631

THE LASER SPINE INSTITUTE LLC
% MARK ANDRZEJENSKI
3031 N ROCKY POINT DR E
TAMPA FL 33607

JAN 12 2015

ASSESSOR'S USE ONLY

(E) IN PROCESS _____

(D) N & A CHANGE _____

(H) DELETE ACCT _____

APPR _____ DATE _____

(E) NO CHANGE _____

(J) DETAIL INPUT _____

AREA CODE 481400

COMMERCIAL

AREA CODE

| | | | | |
|-------------|---|---------------|-----|----|
| BOOK 217 | MAP 15 | PARCEL 943 | SPL | CK |
| PRORATE | 10% PENALTY <input type="checkbox"/> | | AP | |
| | YES | | | |

DO NOT MAKE CHANGES IN ADDRESS AREA - SEE SECTION 1 BELOW
IMPORTANT - READ FIRST! Before completing this form, please read the instructions
 or information on reporting requirements and the amount of exemption.
SIGN SECTION 6 TO CLAIM THE EXEMPTION.

SECTION 1: COMPLETE THIS SECTION ONLY IF THIS IS A NEW BUSINESS OR IF THERE IS A CHANGE IN NAME AND / OR ADDRESS.

1. BUSINESS NAME _____ C/O _____
2. ADDRESS _____ CITY _____ STATE _____ ZIP _____
3. PROPERTY LOCATION ADDRESS **8888 E RAINTREE DR** CITY **SCOT** STATE **AZ** ZIP **85255**
4. BUSINESS TYPE (Manufacturing, Office, Restaurant, etc.) _____ FEIN _____
5. DATE STARTED IN THIS COUNTY _____ CONTACT PERSON _____ PHONE () _____

SECTION 2: DO NOT MAKE CORRECTIONS IN THIS SECTION. MAKE ALL CHANGES, ADDITIONS OR DELETIONS TO PROPERTY COST LISTED BELOW IN SECTION 4. THE ACQUISITION COST OF PROPERTY REPORTED LAST YEAR IS LISTED BELOW BY SCHEDULE AND YEAR ACQUIRED.

| SCHED. | YEAR | ACQUISITION COST | CLASS | CODE |
|--------|-------|------------------|-------|---------|
| A | 2008 | 224,085 | 73 | 44 |
| A | 2009 | 32,182 | 73 | 44-2010 |
| A | 2010 | 2,475 | 73 | 44-2011 |
| A | 2011 | 654 | 73 | 44-2012 |
| A | 2012 | 5,386 | 73 | 44-2013 |
| A | 2013 | 510 | 73 | 44-2014 |
| SUB | TOTAL | 265,292* | | |
| C | 2008 | 818,308 | 73 | 26 |
| C | 2009 | 60,253 | 73 | 26-2010 |
| C | 2010 | 165,615 | 73 | 26-2011 |
| C | 2011 | 22,016 | 73 | 26-2012 |
| C | 2012 | 341,682 | 73 | 26-2013 |
| C | 2013 | 752,705 | 73 | 26-2014 |
| SUB | TOTAL | 2,160,579* | | |
| E | 2008 | 78,978 | 73 | 69 |
| E | 2009 | 2,108 | 73 | 69-2010 |
| E | 2010 | 2,100 | 73 | 69-2011 |
| E | 2011 | 8,863 | 73 | 69-2012 |
| E | 2012 | 15,285 | 73 | 69-2013 |
| E | 2013 | 108,202 | 73 | 69-2014 |
| SUB | TOTAL | 215,536* | | |
| H | 2008 | 5,683,987 | 73 | 55 |
| H | 2009 | 60,646 | 73 | 55-2010 |
| H | 2010 | 25,910 | 73 | 55-2011 |
| H | 2011 | 12,003 | 73 | 55-2012 |
| H | 2012 | 32,145 | 73 | 55-2013 |
| H | 2013 | 6,217 | 73 | 55-2014 |
| SUB | TOTAL | 5,820,908* | | |
| GRN | TOTAL | 8,462,315** | | |

| SCHED. | YEAR | ACQUISITION COST | CLASS | CODE |
|--------|------|------------------|-------|------|
| | | | | |

TAX YEAR: 2015

PAUL D. PETERSEN
MARICOPA COUNTY ASSESSOR
301 W. JEFFERSON STREET
PHOENIX, ARIZONA 85003
PHONE (602) 506-3386



2016 ARIZONA BUSINESS PROPERTY STATEMENT

THIS STATEMENT IS CONFIDENTIAL
AND IS SUBJECT TO AUDIT BY THE
ASSESSOR. FAILURE TO COMPLETE
AND RETURN BY THE REQUIRED DATE
WILL RESULT IN A PENALTY OF TEN
PERCENT. SEE A.R.S. § 42-15053(F)(2).

MAILING DATE

01/06/2016

COMPLETE IN DETAIL AND
RETURN TO ASSESSOR BY:

04/01/2016

ACCOUNT NUMBER

C9113631

THE LASER SPINE INSTITUTE LLC
% MARK ANDRZEJENSKI
3031 N ROCKY POINT DR E
TAMPA FL 33607

ASSESSOR'S USE ONLY

(E) IN PROCESS

(D) N & A CHANGE

(H) DELETE ACCT

APPR DATE

(E) NO CHANGE

(J) DETAIL INPUT

AREA CODE 481400

COMMERCIAL

AREA CODE

BOOK

217

MAP

15

PARCEL

943

SPL

CK

PRORATE

10% PENALTY

☐

YES

AP

DO NOT MAKE CHANGES IN ADDRESS AREA - SEE SECTION 1 BELOW
IMPORTANT - READ FIRST! Before completing this form, please read the instructions
or information on reporting requirements and the amount of exemption.
SIGN SECTION 6 TO CLAIM THE EXEMPTION.

SECTION 1: COMPLETE THIS SECTION ONLY IF THIS IS A NEW BUSINESS OR IF THERE IS A CHANGE IN NAME AND / OR ADDRESS.

- BUSINESS NAME _____ C/O _____
- ADDRESS _____ CITY _____ STATE _____ ZIP _____
- PROPERTY LOCATION ADDRESS **8888 E RAINTREE DR H165** CITY **SCOT** STATE **AZ** ZIP **85255**
- BUSINESS TYPE (Manufacturing, Office, Restaurant, etc.) _____ FEIN _____
- DATE STARTED IN THIS COUNTY _____ CONTACT PERSON _____ PHONE () _____

SECTION 2: DO NOT MAKE CORRECTIONS IN THIS SECTION. MAKE ALL CHANGES, ADDITIONS OR DELETIONS TO PROPERTY COST LISTED BELOW IN SECTION 4. THE ACQUISITION COST OF PROPERTY REPORTED LAST YEAR IS LISTED BELOW BY SCHEDULE AND YEAR ACQUIRED.

| SCHED. | YEAR | ACQUISITION COST | CLASS | CODE | SCHED. | YEAR | ACQUISITION COST | CLASS | CODE |
|--------|-------|------------------|-------|---------|--------|------|------------------|-------|------|
| A | 2008 | 224,085 | 73 | 44 | | | | | |
| A | 2009 | 32,182 | 73 | 44 | | | | | |
| A | 2010 | 2,475 | 73 | 44-2011 | | | | | |
| A | 2011 | 654 | 73 | 44-2012 | | | | | |
| A | 2012 | 5,386 | 73 | 44-2013 | | | | | |
| A | 2013 | 510 | 73 | 44-2014 | | | | | |
| A | 2014 | 33,737 | 73 | 44-2015 | | | | | |
| UB | TOTAL | 299,029* | | | | | | | |
| C | 2008 | 797,679 | 73 | 26 | | | | | |
| C | 2009 | 60,253 | 73 | 26 | | | | | |
| C | 2010 | 165,615 | 73 | 26-2011 | | | | | |
| C | 2011 | 22,016 | 73 | 26-2012 | | | | | |
| C | 2012 | 335,892 | 73 | 26-2013 | | | | | |
| C | 2013 | 752,705 | 73 | 26-2014 | | | | | |
| C | 2014 | 206,750 | 73 | 26-2015 | | | | | |
| UB | TOTAL | 2,340,910* | | | | | | | |
| E | 2008 | 78,978 | 73 | 69 | | | | | |
| E | 2009 | 2,108 | 73 | 69 | | | | | |
| E | 2010 | 2,100 | 73 | 69-2011 | | | | | |
| E | 2011 | 8,863 | 73 | 69-2012 | | | | | |
| E | 2012 | 15,285 | 73 | 69-2013 | | | | | |
| E | 2013 | 108,202 | 73 | 69-2014 | | | | | |
| E | 2014 | 53,374 | 73 | 69-2015 | | | | | |
| UB | TOTAL | 268,910* | | | | | | | |
| H | 2014 | 25,149 | 73 | 43-2015 | | | | | |
| H | 2008 | 5,683,987 | 73 | 55 | | | | | |
| H | 2009 | 60,646 | 73 | 55 | | | | | |
| H | 2010 | 25,910 | 73 | 55-2011 | | | | | |
| H | 2011 | 12,003 | 73 | 55-2012 | | | | | |
| H | 2013 | 6,217 | 73 | 55-2014 | | | | | |
| H | 2014 | 16,681 | 73 | 55-2015 | | | | | |
| UB | TOTAL | 5,830,593* | | | | | | | |
| IRN | TOTAL | 8,739,442** | | | | | | | |

TAX YEAR: 2016

2016 ARIZONA BUSINESS PROPERTY STATEMENT

SHADED AREAS FOR ASSESSOR'S USE ONLY

BUSINESS NAME Laser Spine Institute, LLC TAXPAYER/ACCOUNT NUMBER C 9113631

SECTION 3:

| ASSESSOR'S USE ONLY | CLASS A | | CLASS B | | CLASS C | | CLASS D | | CLASS E | | CLASS G | | CLASS I | | CLASS J | | CLASS Q | |
|---------------------------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|
| | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE |
| | | | | | | | | | | | | | | | | | | |

SECTION 4: ADDITIONS AND DELETIONS: ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE FOR PROPERTY ACQUIRED DURING THE PRIOR YEAR WHICH YOU OWNED ON 12/31/2015. ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE AND THE YEAR OF ACQUISITION FOR ALL PROPERTY DELETED DURING THE PRIOR YEAR.

| SCHEDULE | A | B | C | D | E | G | I | J | Q |
|--------------------------------|--------------------------------|---|-------------------------|-----------------------------|--------------------|------------------------------|------------------------|-------------------|------------------------------|
| YEAR OF ADDITIONS OR DELETIONS | OFFICE FURNITURE AND EQUIPMENT | STORE, MOTEL APARTMENT FURNITURE & FIXTURES | MACHINERY AND EQUIPMENT | SPECIAL TOOLS DIES AND JIGS | COMPUTER EQUIPMENT | SUPPLIES ON HAND DECEMBER 31 | CONSTRUCTION EQUIPMENT | COPYING EQUIPMENT | NUMBER OF RENTAL VIDEO TAPES |

| ADDITIONS: | YEAR | | | | | | | | |
|---------------|------|--|--|--------|--|--------|--|--|--|
| QUALIFIED | 2015 | | | 42,998 | | 60,752 | | | |
| NON-QUALIFIED | | | | | | | | | |
| QUALIFIED | | | | | | | | | |
| NON-QUALIFIED | | | | | | | | | |

| DELETIONS: | YEAR | | | | | | | | |
|------------|------|--|--|--|--|--|--|--|--|
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| | ACQUISITION | YEAR | DESCRIPTION | ACQUISITION COST | ADDITION OR DELETION | TABLE NO | LIFE |
|-----------------------------------|---------------|------|-------------|------------------|----------------------|----------|------|
| SCHEDULE F: OTHER PROPERTY | Qualified | | | | | | |
| | Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| SCHEDULE H: LEASEHOLD IMPROVEMENT | Qualified | | | | | | |
| | Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |

SECTION 5: ADDITIONAL INFORMATION REQUIRED.

LEASED OR RENTED PROPERTY: Attach a list of all leased or rented property in your possession.

UNOWNED PROPERTY: Attach a list of property located at your place of business which you do not own, lease, or rent.

GOVERNMENT OWNED LAND: If located on government property, attach a list providing the governmental owner's name and address.

SECTION 6: AFFIRMATION OF PROPERTY STATEMENT AND CLAIM OF EXEMPTION

By signing below, I hereby affirm that this is a full, true, and complete statement of property that is claimed by, or that is in the possession or control of the undersigned, and it is verifiable from the records and files of the above named business. The person whose signature is affixed below likewise claims an exemption amount not to exceed the first \$152,926 of full cash value. Each eligible taxpayer is entitled to one statewide exemption.

Mark Andrzejewski 3/31/16 26-2682659
 Print Name of Property Owner or Authorized Agent Date Taxpayer Federal Employer Identification No.
[Signature] () _____
 Signature of Property Owner or Authorized Agent Phone Name of County in which you are Claiming Exemption

SUPPLEMENTAL INFORMATION ATTACHED? YES ☐ NO ☒ Indicate the county in which you are claiming exemption. If claiming exemption in multiple counties, include list in Supplemental Information.

TAXPAYER: RETURN ORIGINAL FORM AND COPY BOTH SIDES FOR YOUR FILES



Paul D. Petersen
Maricopa County Assessor
 301 W. Jefferson St.
 Phoenix, AZ 85003-2196
 Phone (602) 506-3386



COMPLETE IN DETAIL
 AND RETURN TO ASSESSOR

BY: April 1, 2017

MAILING DATE
 01/06/2017

13345***47***0.766*****1/2*
 THE LASER SPINE INSTITUTE LLC
 % ~~MARY ANDRZEJENSKI~~
 3031 N ROCKY POINT DRIVE E
 TAMPA FL 33607



2017 ARIZONA BUSINESS PROPERTY STATEMENT

THIS STATEMENT IS CONFIDENTIAL
 AND IS SUBJECT TO AUDIT BY THE
 ASSESSOR. FAILURE TO COMPLETE
 AND RETURN BY THE REQUIRED DATE
 WILL RESULT IN A PENALTY OF TEN
 PERCENT. SEE A.R.S. § 42-15053(F)(2).

ACCOUNT NUMBER
C9113631

7274

ASSESSOR'S USE ONLY

(E) IN PROCESS _____
 (D) N AND A CHANGE _____
 (H) DELETE ACCT. _____
 APPR. _____ DATE _____
 (E) NO CHANGE _____
 (J) DETAIL INPUT _____

AREA CODE 481400
 COMMERCIAL

| | | | | |
|-------------|---|---------------|--------------------------------|----|
| AREA CODE | | | | |
| BOOK 217 | MAP 15 | PARCEL 943 | SPL | CK |
| PRORATE | 10% PENALTY <input type="checkbox"/> | | AP <input type="checkbox"/> | |
| YES | | | | |

DO NOT MAKE CHANGES IN ADDRESS AREA - SEE SECTION 1 BELOW
IMPORTANT - READ FIRST! Before completing this form, please read the instructions
 for information on reporting requirements and the amount of exemption.
SIGN SECTION 6 TO CLAIM THE EXEMPTION.

SECTION 1: COMPLETE THIS SECTION ONLY IF THIS IS A NEW BUSINESS OR IF THERE IS A CHANGE IN NAME AND / OR ADDRESS.

1. BUSINESS NAME _____ C/O hvis Arce
 2. ADDRESS 5332 Arvon Park Drive CITY Tampa STATE FL ZIP 33607
 3. PROPERTY LOCATION ADDRESS 8888 E RAINTREE DR H165 CITY SCOT STATE AZ ZIP 85255
 4. BUSINESS TYPE (Manufacturing, Office, Restaurant, etc.) _____ FEIN _____
 5. DATE STARTED IN THIS COUNTY _____ CONTACT PERSON hvis Arce PHONE _____

SECTION 2: DO NOT MAKE CORRECTIONS IN THIS SECTION. MAKE ALL CHANGES, ADDITIONS OR DELETIONS TO PROPERTY
 COST LISTED BELOW IN SECTION 4. THE ACQUISITION COST OF PROPERTY REPORTED LAST YEAR IS LISTED BELOW BY
 SCHEDULE AND YEAR ACQUIRED.

| SCHED. | YEAR | ACQUISITION COST | CLASS | CODE | SCHED. | YEAR | ACQUISITION COST | CLASS | CODE |
|--------|-------|------------------|-------|---------|--------|-------|------------------|-------|---------|
| A | 2008 | 224,085 | 73 | 44 | H | 2014 | 16,681 | 73 | 55-2015 |
| A | 2009 | 32,182 | 73 | 44 | SUB | TOTAL | 5,830,593* | | |
| A | 2010 | 2,475 | 73 | 44 | GRN | TOTAL | 8,843,192* | | |
| A | 2011 | 654 | 73 | 44-2012 | | | | | |
| A | 2012 | 5,386 | 73 | 44-2013 | | | | | |
| A | 2013 | 510 | 73 | 44-2014 | | | | | |
| A | 2014 | 33,737 | 73 | 44-2015 | | | | | |
| SUB | TOTAL | 299,029* | | | | | | | |
| C | 2008 | 797,679 | 73 | 26 | | | | | |
| C | 2009 | 60,253 | 73 | 26 | | | | | |
| C | 2010 | 165,615 | 73 | 26 | | | | | |
| C | 2011 | 22,016 | 73 | 26-2012 | | | | | |
| C | 2012 | 335,892 | 73 | 26-2013 | | | | | |
| C | 2013 | 752,705 | 73 | 26-2014 | | | | | |
| C | 2014 | 206,750 | 73 | 26-2015 | | | | | |
| C | 2015 | 42,998 | 73 | 26-2016 | | | | | |
| SUB | TOTAL | 2,383,908* | | | | | | | |
| M | 2008 | 78,978 | 73 | 69 | | | | | |
| M | 2009 | 2,108 | 73 | 69 | | | | | |
| M | 2010 | 2,100 | 73 | 69 | | | | | |
| M | 2011 | 8,863 | 73 | 69-2012 | | | | | |
| M | 2012 | 15,285 | 73 | 69-2013 | | | | | |
| M | 2013 | 108,202 | 73 | 69-2014 | | | | | |
| M | 2014 | 53,374 | 73 | 69-2015 | | | | | |
| M | 2015 | 60,752 | 73 | 69-2016 | | | | | |
| SUB | TOTAL | 329,662* | | | | | | | |
| H | 2014 | 25,149 | 73 | 43-2015 | | | | | |
| H | 2008 | 5,683,987 | 73 | 55 | | | | | |
| H | 2009 | 60,646 | 73 | 55 | | | | | |
| H | 2010 | 25,910 | 73 | 55 | | | | | |
| H | 2011 | 12,003 | 73 | 55-2012 | | | | | |
| H | 2013 | 6,217 | 73 | 55-2014 | | | | | |

DOR 82520M

TAXPAYER: RETURN ORIGINAL FORM AND COPY BOTH SIDES FOR YOUR FILES

9113631_C_0000_2017

13345 1/1



2017 ARIZONA BUSINESS PROPERTY STATEMENT

SHADED AREAS FOR ASSESSOR'S USE ONLY

BUSINESS NAME haser Spine Institute LLC TAXPAYER / ACCOUNT NUMBER C9113631

SECTION 3:

| ASSESSOR'S USE ONLY | CLASS | | CLASS | | CLASS | | CLASS | | CLASS | | CLASS | | CLASS | | CLASS | |
|---------------------------|-------|------|-------|------|-------|------|-------|------|-------|------|-------|------|-------|------|-------|------|
| | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE |
| | | | | | | | | | | | | | | | | |

SECTION 4: ADDITIONS AND DELETIONS: ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE FOR PROPERTY ACQUIRED DURING THE PRIOR YEAR WHICH YOU OWNED ON 12/31/2016. ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE AND THE YEAR OF ACQUISITION FOR ALL PROPERTY DELETED DURING THE PRIOR YEAR.

| SCHEDULE | A | B | C | D | E | G | I | J | Q |
|--------------------------------|--------------------------------|---|-------------------------|-----------------------------|--------------------|------------------------------|------------------------|-------------------|------------------------------|
| YEAR OF ADDITIONS OR DELETIONS | OFFICE FURNITURE AND EQUIPMENT | STORE, MOTEL APARTMENT FURNITURE & FIXTURES | MACHINERY AND EQUIPMENT | SPECIAL TOOLS DIES AND JIGS | COMPUTER EQUIPMENT | SUPPLIES ON HAND DECEMBER 31 | CONSTRUCTION EQUIPMENT | COPYING EQUIPMENT | NUMBER OF RENTAL VIDEO TAPES |

| ADDITIONS: | YEAR | | | | | | | | |
|---------------|------|--|-------|--|--------|--------|--|--|--|
| QUALIFIED | 2016 | | 8,000 | | 31,741 | 92,810 | | | |
| NON-QUALIFIED | | | | | | | | | |
| QUALIFIED | | | | | | | | | |
| NON-QUALIFIED | | | | | | | | | |

| DELETIONS: | YEAR | | | | | | | | |
|------------|------|--|--|--|--------|--|--|--|--|
| 20 | 08 | | | | 78,979 | | | | |
| 20 | 09 | | | | 2,108 | | | | |
| 20 | 10 | | | | 1,446 | | | | |
| 20 | 11 | | | | 7,258 | | | | |
| 20 | 12 | | | | 3,411 | | | | |
| 20 | | | | | | | | | |
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| | ACQUISITION | YEAR | DESCRIPTION | ACQUISITION COST | ADDITION OR DELETION | TABLE NO | LIFE |
|-----------------------------------|---------------|------|------------------|------------------|----------------------|----------|------|
| SCHEDULE F: OTHER PROPERTY | Qualified | | | | | | |
| | Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| SCHEDULE H: LEASEHOLD IMPROVEMENT | Qualified | 2016 | Electrical Panel | 1,135 | A | | |
| | Qualified | 2016 | Water Heater | 1,534 | A | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |

SECTION 5: ADDITIONAL INFORMATION REQUIRED.

LEASED OR RENTED PROPERTY: Attach a list of all leased or rented property in your possession.

UNOWNED PROPERTY: Attach a list of property located at your place of business which you do not own, lease, or rent.

GOVERNMENT OWNED LAND: If located on government property, attach a list providing the government owner's name and address.

SECTION 6: AFFIRMATION OF PROPERTY STATEMENT AND CLAIM OF EXEMPTION

By signing below, I hereby affirm that this is a full, true, and complete statement of property that is claimed by, or that is in the possession or control of the undersigned, and it is verifiable from records and files of the above named business. The person whose signature is affixed below likewise claims an exemption amount not to exceed the first \$159,498 of full cash value. Each eligible taxpayer is entitled to one statewide exemption.

Alan D. Campbell 3/29/17
 Print Name of Property Owner or Authorized Agent Date Taxpayer Federal Employer Identification No.
[Signature]
 Signature of Property Owner or Authorized Agent Phone Name of County in which you are Claiming Exemption

SUPPLEMENTAL INFORMATION ATTACHED? YES ☐ NO ☒ Indicate the county in which you are claiming exemption. If claiming exemption in multiple counties, include list in Supplemental Information.

TAXPAYER: RETURN ORIGINAL FORM AND COPY BOTH SIDES FOR YOUR FILES



Paul D. Petersen
Maricopa County Assessor
 301 W. Jefferson St.
 Phoenix, AZ 85003-2196
 Phone (602) 506-3386



COMPLETE IN DETAIL
 AND RETURN TO ASSESSOR

BY: **April 2, 2018**

MAILING DATE
01/05/2018

ACCOUNT NUMBER
C9113631

7182*26**50***0.766***0.423**1/2*****AUTO**MIXED AADC 852
 THE LASER SPINE INSTITUTE LLC
 C/O LUIS ARCE
 5332 AVION PARK DR
 TAMPA FL 33607-1412



2018 ARIZONA BUSINESS PROPERTY STATEMENT

THIS STATEMENT IS CONFIDENTIAL
 AND IS SUBJECT TO AUDIT BY THE
 ASSESSOR. FAILURE TO COMPLETE
 AND RETURN BY THE REQUIRED DATE
 WILL RESULT IN A PENALTY OF TEN
 PERCENT. SEE A.R.S. § 42-15053(F)(2).

ASSESSOR'S USE ONLY

(E) IN PROCESS _____
 (D) N AND A CHANGE _____
 (H) DELETE ACCT. _____
 APPR. _____ DATE _____
 (E) NO CHANGE _____
 (J) DETAIL INPUT _____

AREA CODE 481400
 COMMERCIAL

| | | | | |
|-------------|--------------------------|---------------|------------------------------|----|
| AREA CODE | | | | |
| BOOK 217 | MAP 15 | PARCEL 943 | SPL | CK |
| PRORATE | 10% PENALTY | | AP | |
| | <input type="checkbox"/> | | <input type="checkbox"/> YES | |

DO NOT MAKE CHANGES IN ADDRESS AREA - SEE SECTION 1 BELOW
IMPORTANT - READ FIRST! Before completing this form, please read the instructions
 for information on reporting requirements and the amount of exemption.
SIGN SECTION 6 TO CLAIM THE EXEMPTION.

SECTION 1: COMPLETE THIS SECTION ONLY IF THIS IS A NEW BUSINESS OR IF THERE IS A CHANGE IN NAME AND / OR ADDRESS.

1. BUSINESS NAME C/O
 2. ADDRESS _____ CITY _____ STATE _____ ZIP _____
 3. PROPERTY LOCATION ADDRESS 8888 E RAINTREE DR H165 CITY SCOT STATE AZ ZIP 85255
 4. BUSINESS TYPE (Manufacturing, Office, Restaurant, etc.) _____ FEIN _____
 5. DATE STARTED IN THIS COUNTY _____ CONTACT PERSON _____ PHONE _____

SECTION 2: DO NOT MAKE CORRECTIONS IN THIS SECTION. MAKE ALL CHANGES, ADDITIONS OR DELETIONS TO PROPERTY COST LISTED BELOW IN SECTION 4. THE ACQUISITION COST OF PROPERTY REPORTED LAST YEAR IS LISTED BELOW BY SCHEDULE AND YEAR ACQUIRED.

| SCHED. | YEAR | ACQUISITION COST | CLASS | CODE | SCHED. | YEAR | ACQUISITION COST | CLASS | CODE |
|--------|-------|------------------|-------|---------|--------|-------|------------------|-------|---------|
| A | 2008 | 224,085 | 73 | 44 | H | 2014 | 16,681 | 73 | 55-2015 |
| A | 2009 | 32,182 | 73 | 44 | H | 2016 | 1,534 | 73 | 55-2017 |
| A | 2010 | 2,475 | 73 | 44 | SUB | TOTAL | 5,832,127* | | |
| A | 2011 | 654 | 73 | 44 | GRN | TOTAL | 8,791,266* | | |
| A | 2012 | 5,386 | 73 | 44-2013 | | | | | |
| A | 2013 | 510 | 73 | 44-2014 | | | | | |
| A | 2014 | 33,737 | 73 | 44-2015 | | | | | |
| SUB | TOTAL | 299,029* | | | | | | | |
| C | 2008 | 797,679 | 73 | 26 | | | | | |
| C | 2009 | 60,253 | 73 | 26 | | | | | |
| C | 2010 | 165,615 | 73 | 26 | | | | | |
| C | 2011 | 22,016 | 73 | 26 | | | | | |
| C | 2012 | 335,892 | 73 | 26-2013 | | | | | |
| C | 2013 | 752,705 | 73 | 26-2014 | | | | | |
| C | 2014 | 206,750 | 73 | 26-2015 | | | | | |
| C | 2015 | 42,998 | 73 | 26-2016 | | | | | |
| C | 2016 | 8,000 | 73 | 26-2017 | | | | | |
| SUB | TOTAL | 2,391,908* | | | | | | | |
| W | 2010 | 654 | 73 | 69 | | | | | |
| W | 2011 | 1,605 | 73 | 69 | | | | | |
| W | 2012 | 11,874 | 73 | 69-2013 | | | | | |
| W | 2013 | 108,202 | 73 | 69-2014 | | | | | |
| W | 2014 | 53,374 | 73 | 69-2015 | | | | | |
| W | 2015 | 60,752 | 73 | 69-2016 | | | | | |
| W | 2016 | 31,741 | 73 | 69-2017 | | | | | |
| SUB | TOTAL | 268,202* | | | | | | | |
| I | 2014 | 25,149 | 73 | 43-2015 | | | | | |
| I | 2008 | 5,683,987 | 73 | 55 | | | | | |
| I | 2009 | 60,646 | 73 | 55 | | | | | |
| I | 2010 | 25,910 | 73 | 55 | | | | | |
| I | 2011 | 12,003 | 73 | 55 | | | | | |
| I | 2013 | 6,217 | 73 | 55-2014 | | | | | |

DOR 82520M

TAXPAYER: RETURN ORIGINAL FORM AND COPY BOTH SIDES FOR YOUR FILES

12 **9113631_C_0000_2018**

7182 1/1



TAX YEAR: 2018

2018 ARIZONA BUSINESS PROPERTY STATEMENT

SHADED AREAS FOR ASSESSOR'S USE ONLY

BUSINESS NAME laser Spine Institute LLC TAXPAYER / ACCOUNT NUMBER C9113631

SECTION 3:

| ASSESSOR'S USE ONLY | CLASS A | | CLASS B | | CLASS C | | CLASS D | | CLASS E | | CLASS G | | CLASS I | | CLASS J | | CLASS Q | |
|---------------------------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|
| | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE | TBL # | LIFE |
| | | | | | | | | | | | | | | | | | | |

SECTION 4: ADDITIONS AND DELETIONS: ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE FOR PROPERTY ACQUIRED DURING THE PRIOR YEAR WHICH YOU OWNED ON 12/31/2017. ENTER YOUR ACQUISITION COST IN THE APPROPRIATE SCHEDULE AND THE YEAR OF ACQUISITION FOR ALL PROPERTY DELETED DURING THE PRIOR YEAR.

| SCHEDULE | A | B | C | D | E | G | I | J | Q |
|--------------------------------|--------------------------------|---|-------------------------|-----------------------------|--------------------|------------------------------|------------------------|-------------------|------------------------------|
| YEAR OF ADDITIONS OR DELETIONS | OFFICE FURNITURE AND EQUIPMENT | STORE, MOTEL APARTMENT FURNITURE & FIXTURES | MACHINERY AND EQUIPMENT | SPECIAL TOOLS DIES AND JIGS | COMPUTER EQUIPMENT | SUPPLIES ON HAND DECEMBER 31 | CONSTRUCTION EQUIPMENT | COPYING EQUIPMENT | NUMBER OF RENTAL VIDEO TAPES |

| | | | | | | | | | |
|-------------------|-------------|---|---|---|---|--------|---|---|---|
| ADDITIONS: | YEAR | | | | | | | | |
| QUALIFIED | 2017 | — | — | — | — | 87,590 | — | — | — |
| NON-QUALIFIED | | | | | | | | | |
| QUALIFIED | | | | | | | | | |
| NON-QUALIFIED | | | | | | | | | |

| | | | | | | | | | |
|-------------------|-------------|--|--|--|--|--|--|--|--|
| DELETIONS: | YEAR | | | | | | | | |
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| 20 | | | | | | | | | |

| | ACQUISITION | YEAR | DESCRIPTION | ACQUISITION COST | ADDITION OR DELETION | TABLE NO | LIFE |
|-----------------------------------|---------------|------|---------------------|------------------|----------------------|----------|------|
| SCHEDULE F: OTHER PROPERTY | Qualified | | | | | | |
| | Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| | Non-Qualified | | | | | | |
| SCHEDULE H: LEASEHOLD IMPROVEMENT | Qualified | 2017 | LED light fixtures | 78,830 | A | | |
| | Qualified | 2017 | HVAC Cooling Repair | 15,350 | A | | |
| | Non-Qualified | 2017 | Water Heater | 8,722 | A | | |
| | Non-Qualified | | | | | | |

SECTION 5: ADDITIONAL INFORMATION REQUIRED.

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By signing below, I hereby affirm that this is a full, true, and complete statement of property that is claimed by, or that is in the possession or control of the undersigned, and it is verifiable from records and files of the above named business. The person whose signature is affixed below likewise claims an exemption amount not to exceed the first \$167,130 of full cash value. Each eligible taxpayer is entitled to one statewide exemption.

Luis Arce 3/01/18 26-2682659
 Print Name of Property Owner or Authorized Agent Date Taxpayer Federal Employer Identification No.
Luis Arce (813) 392-7781 MARICOPA
 Signature of Property Owner or Authorized Agent Phone Name of County in which you are Claiming Exemption

SUPPLEMENTAL INFORMATION ATTACHED? YES ☐ NO ☒ Indicate the county in which you are claiming exemption. If claiming exemption in multiple counties, include list in Supplemental Information.

NO ☒ Indicate the county in which you are claiming exemption. If claiming exemption in multiple counties, include list in Supplemental Information.

TAXPAYER: RETURN ORIGINAL FORM AND COPY BOTH SIDES FOR YOUR FILES